

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

**FILED**

FEB - 4 2015

CLERK U.S. BANKRUPTCY,  
ORLANDO DIVISION

11100 EAST COLONIAL INC.  
A Florida For Profit Corporation

Debtor

V

Case No. 6:14-BK-09589 KSJ

Adversary Proceeding Case No. 6:14-AP-156

GREGORY A HASTINGS  
JAMES R KOEPKE  
WILSON A KNOTT

Creditors / Adversary Plaintiffs pro se

**ADVERSARY PROCEEDING**

*AMENDED*

**( COMPLAINT )**

( Based upon )

**FRAUD**

**THEFT BY DECEPTION**

**FRAUD UPON THE UNITED STATES GOVERNMENT**

**MISREPRESENTATION**

**ABUSE OF THE BANKRUPTCY COURT & IT'S PROTECTION**

**MISAPPROPRIATION OF ASSETS**

**FAILURE TO DISCLOSE**

73857 1  
\$ 350.00

**INTENTIONAL CAUSATION OF DELAY IN STATE CASE  
BY FILING AN UNFOUNDED & UNSUBSTANTIATED  
BANKRUPTCY PETITION ON A CORPORATION  
THAT WAS DISSOLVED IN 2008 WHICH HAS NO ASSETS**

**LACK OF JURISDICTION TO INITIATE BANKRUPTCY  
UNAUTHORIZED DISSOLUTION & UNAUTHORIZED BANKRUPTCY OF COMPANY**

**COLLUSION WITH CORPORATE COUNSEL & THIRD PARTY  
TO STEAL BY DECEPTION & SECRET, THAT WHICH RIGHTFULLY  
BELONGED TO THE ORIGINAL SHAREHOLDERS WHILE  
SIMULTANEOUSLY COLLAPSING THE COMPANY**

Come now Creditors & Adversary Plaintiffs pro se Gregory A Hastings, James R Koepke, and Wilson A Knott, all owners / shareholders and two of the original founders of the E.C.I. / Amazon Village Mini Mall and concept, and file this complaint under title of U.S. Bankruptcy rule 7001. Adversary Proceeding against the debtor 11100 East Colonial inc. ( hereinafter known as **E.C.I.** )

**JURISDICTION**

The bankruptcy petition **6:14-BK-09589** was filed in the Orlando Division of the Middle District of Florida under U.S. Bankruptcy Chapter # 7 . The petition was signed by President / Director of the corporate debtor ECI, who's name is

Robert G Dello Russo. The formal creation, and filing of the bankruptcy petition was performed by counsel of the firm Winderweede, Haines, Ward & Woodman PA located at 329 Park Avenue North 2<sup>nd</sup>. Floor 32789 PO BOX 880 Winter Park, Florida 32790 0880 ( Ryan E Davis ) of the firm. The corporate office of ECI is located in **Seminole County, Florida. The origination of the ECI corporation took place at the office** of attorney Philip F Keidaish Jr. P.A. at 320 Sable Palm Place in Longwood, Florida on May 07, 2004 at which time, Robert G Dello Russo was elected President and sole director **for the period of one year**, as specifically mandated by the corporate bylaws document.

### **BRIEF HISTORY**

1 ECI stands for 11100 **East Colonial Inc.** which was the legal address of the commercial property in east Orlando set up as a mini mall concept by Greg Hastings & James Koepke. ( Amazon Village Mini Mall ) ***not a flea market.***  
***Orange County forbid any permits for a flea market. It had to be a market of separated stores by steel studs & drywall with doors, outlets etc. and had To have fire alarms.***

2 The two were approached by Broker Wilson Knott for a possible joint venture with the inclusion of Knott's associate Robert G Dello Russo of Del Air Heating & Air Conditioning Company. Hastings and Koepke had never met Dello Russo, nor Knott prior to this.

3 Dello Russo liked the concept, and decided he wanted to get involved, and would make a **capital contribution of \$6.5 + million dollars** toward the acquisition, and development of the property and project in exchange for 51% ownership of E.C.I. stock, and property **only pertaining** to his profits. It was agreed by all four partners from the beginning that Dello Russo would NOT get involved in the operation, nor concept, or design of the property or mini mall. That was specifically stated as a contingency for Hastings and Koepke to assign their property purchase contract that ONLY THEY held over to the newly formed E.C.I. corporation.

4 Dello Russo's continual claim was that he wanted nothing to do with the operation of the business, and was only interested in the rental income that would be provided each month by the individual store tenants in the newly constructed Amazon Village Mini Mall, which was the DBA of our E.C.I. corporate entity. Dello Russo would receive 51% of the net profit each month. Likewise,

Koepke would receive 15%, Hastings 15%, and Knott would receive 19%.

The average monthly general overhead including advertising was approximately \$50,000.00 per month including salaries, taxes, and insurance. There was no mortgage, and no debt.

5 It was agreed by all four parties ( stockholders ) that Hastings & Koepke would design, create, and operate the mini mall since Hastings had already been working for three years on the concept, and layout. Knott would assist in securing prospective tenants, and working in an advisory capacity.

6 Unbeknownst to Hastings & Koepke was that almost immediately after the real estate deal closed, and Hastings & Koepke had been working 7 days a week on the demolition, clean up, and preparation of the 11.6 acre property, and the 120,000 square foot building, Dello Russo, and his friend Howard C Barton aka CHAD Barton were quietly crafting a way to create a coup in which to ( get rid of Hastings ) after he and Koepke did all the dirty work. Remember, this was HASTINGS' & KOEPKE'S project. Dello Russo had NOTHING to do with the concept, nor the negotiations of securing this enormous, and high profile property which were accomplished ONLY by Hastings & Koepke after the

K-Mart bankruptcy release of 2002 from the U.S. Trustee.

7 Hastings was well liked by the contractors, and workers at the location, and had no problems interacting with anyone on a daily basis. Dello Russo's attorneys continually claim that ( disagreements occurred ) between the partners which caused Hastings to be removed, and the business was a failure, and a losing proposition which cost Dello Russo over \$70,000.00 per month to subsidize, and Plaintiff Hastings is ( **outraged** ) that he's never had the opportunity to quash these fraudulent, and misrepresentative claims by not only Dello Russo, but his counsel Kevin Ross ( **who happens to be the corporate counsel for ECI** ) and is **SUPPOSED TO** work diligently towards the benefit of the corporation, and **ALL OF IT'S SHAREHOLDERS EQUALLY. Not just the wealthiest one.**

8 On August 10, 2004, Dello Russo, and Barton appeared at the location with four armed Officers of the Orange County Sheriff's Department demanding Hastings be physically removed from the property for what they said was his physical abuse, and physical threats with a firearm to all the contractors, and allegations of sexual improprieties towards the female office staff of the Amazon Village. All **bogus and unsubstantiated, and found immediately by the officers on scene to be false allegations;** however, the allegations had already

been made, and Hastings had no idea as to what was going on, as this was a complete surprise, and an obvious ambush & sham, and these were fraudulent police reports against Hastings. Koepke and numerous other witnesses were present.

9 Subsequently, Hastings was advised by the Police that it would be safer for him, and perhaps better all the way around if he agreed to leave the property, and perhaps seek legal counsel, which is what Hastings did. Hastings' original attorney made numerous attempts to get through to Dello Russo that he couldn't just throw Hastings out of the business that Hastings was the founder of, and take away his corporate ownership by way of a fraudulent capital call. However, the response from Dello Russo was Hastings & his attorney could go xxxx xxxxxxxxxx. AND THAT'S why Hastings' attorney Al Frith filed the original case against Dello Russo / ECI et al back in March of 2005. Case # 2125

10 In March of 2005 Hastings filed that lawsuit against Dello Russo et al known commonly between the parties as Case No. 2005-CA-002125-O under then presiding Judge Renee Roche.

11 Since 2005, Dello Russo managed to rapidly ( **destroy** ) an amazingly

profitable business that brought in \$129,550.00 in it's first 30 days of operation at only 60% occupancy of this then new mini mall concept, and through Dello Russo's disastrous mismanagement, and tyrannical methods of doing business, the tenants began moving out faster than they originally moved in. These people at 102 solid tenants signed on because of Hastings & Koepke. NOT because of Dello Russo. He was never there when prospective tenants came to the property. His people skills are rather lack luster, and the attitude that HE will do what ever he pleases, and if the tenants don't like it, then they can " GET THE HELL OUT " and sue him, didn't go over well. ALL of this outrageous behavior had nothing to do with Hastings nor Koepke, because Hastings was gone from the scene FOUR MONTHS prior to the opening of Amazon Village Mini Mall. IN FACT, Hastings was never even advised of the opening, nor the Grand Opening of the operation. Dello Russo actually demanded the Sheriffs issue a NO TRESPASS order against Hastings even though Hastings put the whole deal together. The Police refused.

12     **For the period of one year**, pursuant to the terms specified in the Bylaws of ECI, Dello Russo was to be Sole Director and President. When that first year had come to pass, Dello Russo had ( **crashed** ) the business, and refused to step down as sole Director, President and continued to use the Amazon Village / ECI



as his personal cash cow, piggy bank, and destructive tax tool.

13 What happened in the essence of brevity is that Dello Russo literally **plundered** the Amazon Village Mini Mall finances and business by crisscross loans, misappropriations, ( forgery ), intentional backdating of legal documents, illegal notarizing of said documents, Illegally recording a fraudulent multi million dollar mortgage, and promissory note in the public records of Orange County Florida, defrauding an FDIC insured bank: Wachovia, and WASHING a dirty mortgage into a clean one through said bank, and numerous other acts that were either WITH, THROUGH, or ON BEHALF OF ( Debtor E.C.I. ) How is it even REMOTELY possible that Hastings, Koepke, or even Knott could have had ANYTHING what so ever to do with the failure of Amazon Village Mini Mall / ECI ? Rhetorical...

14 ECI was Dello Russo's **alter ego** which ECI had no choice in, since Dello Russo was the sole Director, and when that first year lapsed, he refused to even SPEAK to any of the shareholders of E.C.I. thus, he remained in that position.

15 ECI through no fault of it's own became Dello Russo's robot of crime, and corruption, and was thus named as a co defendant in the 2125 suit filed by Hastings in 2005.

16 After an initial court ordered mediation had gone sour in it's first 20 minutes due to Dello Russo's behavior in the office of Mediator Sam Weiss, and Dello Russo's refusal to negotiate, Judge Roche ordered a second mediation which yielded a settlement agreement which was *void ab initio*.

17 Attorney Kevin Ross has always represented Dello Russo personally since 2005.

18 Attorney Kevin Ross has always represented E.C.I. since 2005 ( **AGAINST** ) it's shareholders, and solely in favor of it's largest shareholder, his personal, and most wealthy client; Dello Russo.

19 Attorney Kevin Ross has always represented Wilson Knott since 2005 in the state case as well as the former companion cases. Although Kevin Ross claims that H Clay Parker was Knott's attorney at all times, **that is false !** as there are no pleadings on behalf of Knott filed by attorney H Clay Parker. Further, there are no invoices for legal services rendered to Knott by H Clay Parker, and further yet, H Clay Parker did not sign the original M.S.A. derived from the mediation of April 10, 2006. There is no engagement letter, there is no contract of employ, and there is no retainer agreement that exists stating that H Clay Parker is the

attorney of record for Wilson A Knott. Although Parker did show up at a deposition for Knott, he said nothing, and did nothing, and was only there at the instruction of ECI Corporate Counsel, and Dello Russo's personal counsel Kevin Ross. Any and all responses in the state cases prove beyond doubt that Kevin Ross handled ALL of Knott's interests. ( in the state case only )

Additionally it needs to be pointed out to the court that KEVIN ROSS is the attorney who presented Knott with the Settlement Agreement ( MSA ) and H Clay Parker never spoke to nor communicated with Knott about ANYTHING regarding the mediation of April 10, 2006.

If this court will recall, KNOTT is a former debtor who was deprived of his rightful money from the current debtor ECI and that manipulation, and deprivation was executed by the combined, and conspired efforts of Dello Russo, his Goombah Howard ( Chad ) Barton, **AND ATTORNEY KEVIN ROSS.**

This court has ordered the **reopening** of the Adversary Proceeding filed by Hastings and Koepke in the Chapter 7 Bankruptcy of Wilson A Knott which has been discharged. The purpose of reopening that Adversary Proceeding is to address the sanctions motioned for by Hastings & Koepke against **attorneys Kevin Ross, Christina Kennedy, Alan Poppe, and the firm Foley Lardner LLP** for their unauthorized, illegal and fraudulent alleged representation of Debtor

Wilson A Knott in the Adversary Proceeding. Such fraudulent, and unauthorized representation caused the existing state case and trial to be stayed, and thus delayed for roughly a year and a half.

Further, it needs to pointed out to the court that Kevin Ross is notorious for flim flammng the court on both the state level and federal level regarding all aspects of all of these related / companion cases going back to 2005.

From one side of his mouth he claims he's representing certain parties, and not others, and then out of the other side of his mouth he claims that he never represented certain parties that he formerly DID represent, and then he claims that he has no conflict of interest while he represents the corporation of Debtor ECI **only in the soul interest of his wealthiest client AGAINST** all of the remaining shareholders while he simultaneously represents Dello Russo personally. Then he throws his hat in the ring in an Adversary Proceeding that he's got nothing to do with, and NEVER conferred about with his alleged client, who knew NOTHING about said representation.

Of course, only **NOW** years later has the cream risen to the top proving that Kevin Ross as GOOMBAH of Dello Russo intentionally, and secretly did (MISINFORM ) Wilson Knott of the truth relating to any and all facets of the state

case, and did everything strictly IN FAVOR of his biggest client Dello Russo AGAINST Knott, Koepke, and Hastings who are the three shareholders of E.C.I. and the majority of this is directly related to the complicated, and underhanded financial schemes perpetrated by Dello Russo using **E.C.I.** as his Alter Ego, and having his tracks covered by his personal AND corporate attorney Kevin Ross.

20 Wilson Knott **did not attend** the court ordered 2<sup>nd</sup> mediation of April 10, 2006, and as Hastings & Koepke have learned through discovery in the Wilson Knott chapter 7 Bankruptcy case of 2012 ( Case No BK- 6:12 - 00764 ABB ), **WHY didn't Wilson Knott attend such an important event as he was ordered to do by the court ? BECAUSE KEVIN ROSS NEVER TOLD HIM ABOUT IT.... Neither did H CLAY PARKER. Neither did his alleged best buddy Dello Russo who claims to be his long time 25 year best friend.**

As corporate counsel for ECI which Kevin Ross admits he has always been, and still is today, **he intentionally chose not to inform corporate shareholder Wilson Knott that there even WAS a mediation, and also chose not to inform Wilson Knott of the ramifications of signing the MSA after not having been involved in the negotiations. Further, BECAUSE Wilson Knott didn't show up at the mediation of April 10, 2006, Kevin Ross stated with his co counsel**

Terry Young both of Lowndes Drosdick Doster Cantor & Reed at that time That “ THEY WERE THERE FOR KNOTT “ Dello Russo concurred, and stated as did Kevin Ross that Wilson would sign what ever we all agreed to and that Ross and Young would mediate on Knott’s behalf. All the attorneys and even Larry Watson the mediator heard them say it. Only because of Mr. Ross’s proclamation that he was there for Knott did Hastings & Koepke come back to the mediation table, as they had already been half way out the door by this time because Knott wasn’t there. Dello Russo as Director, and President and CEO of Debtor ECI also intentionally kept Wilson Knott in the dark about any and all matters regarding ECI and or Amazon Village.

21 Attorney Kevin Ross and his personal client Dello Russo have repeatedly **LIED TO and DEFRAUDED** not just stockholders; Hastings, Koepke, and Knott, but also both the **lower court and the former bankruptcy court under first Judge Briskman, and then later, Judge Jennemann.**

Now in the instant case whereby ECI is the Debtor, Ross has taken a slight step to the background because he knows that the reopened Adversary matter regarding his false and illegal representation to Judge Briskman , and then Judge Jennemann who is also presiding over this instant case puts him under

the spotlight of fraud upon the court as well as the shareholders / plaintiffs.

As such, Ross and Dello Russo have retained Ryan Davis of the firm Winderweede Haines Ward & Woodman to file the bankruptcy for Debtor ECI. But Ross is still pulling the strings as is evident by Ross appearing at the recent Trustee's 341 Creditors' meeting in which he attempted to interject his own assertions without directing questions to the Debtor as was the strict, and narrow format of the hearing. This would make Ross CO COUNSEL with the debtor's actual on record bankruptcy attorney Ryan Davis, and this again shows Ross's continual M/O of not caring one bit about proper protocol and ethics. This was an opportunity for Creditors to ask questions of the Debtor / Director Dello Russo and Ross really has no business blurting out anything when there is already an attorney there relating to ECI in the bankruptcy.

22 As the Bankruptcy Court records show in Knott's own recent bankruptcy, Mr. Ross took it upon himself to unlawfully intercede in Wilson Knott's Chapter 7 Bankruptcy, misrepresenting to the Bankruptcy Court that he and his firm Foley Lardner LLP were Knott's Adversary Proceeding attorneys along with his Foley Lardner co counsels Christina Kennedy, and Alan Poppe.

23 Mr Knott had no idea that Mr. Ross, nor the Foley Lardner firm was

allegedly representing him, and there was never any consultation, nor attorney client meetings or discussions between Mr. Knott and anyone from the Foley Lardner firm regarding his Adversary Proceeding, nor his Chapter 7 Bankruptcy Petition. Mr. Knott never hired or retained any person from the Foley Lardner firm regarding his Adversary Proceeding, nor his bankruptcy which was handled by attorney Robert Pflueger solely, and Mr. Knott has submitted a notarized affidavit verifying that fact.

24 Mr. Knott's bankruptcy attorney was Robert Pflueger, and as instructed by Judge Jennemann, Mr. Pflueger assisted greatly in the amicable resolution of the Adversary Proceeding, while Mr. Ross, his co counsels, and his firm did everything they could in order to **derail** not just the efforts of Hastings and Koepke to protect their Creditor / Adversary interests, but also derail Debtor Knott's own bankruptcy, whom they claimed was their client when he was not.

25 As such, due to Mr. Ross's unlawful, and misrepresentative efforts with his co- counsels and firm, the discharge for Debtor Knott's bankruptcy took **( 18 months )** instead of what could have easily been less than 120 days.

26 For the court's reference, once dialogue was established between



Debtor Knott, his attorney Rob Pflueger, Koepke, and Hastings, their adversarial differences were resolved within 30 days after which Hastings and Koepke motioned the court for closure of the Adversary Proceeding, granted by your Honor.

27 Although the foregoing may seem to digress from the instant case regarding the Chapter 7 filing of E.C.I., such is not the case as Hastings, and Koepke make note to your Honor that the goal of attorney Ross, and his co-counsel, and law firm was, and still is today, to **delay the lower state cases even further than the nearly ten years they've already been continually delaying them for. Then** they have the nerve to blame all the delays on the Plaintiffs.

28 The aforementioned Mediated Settlement Agreement ( MSA ) which was void ab initio per it's fraudulent inducement, numerous misrepresentations, and physical impossibility to adhere to, is part of the cause for the ongoing state cases, and it's none other than Mr. Ross and Dello Russo themselves that have intentionally created one delay after the other to prolong the state case proceedings being presided over by Honorable Alice Blackwell, and the inevitable jury trial that has been fast approaching, but keeps getting delayed.

29 Having run out of stall tactics, and options, Mr. Ross has now enlisted the assistance of Winderweede Haines Ward & Woodman P.A. which firm has now filed a (bad faith) Chapter 7 Bankruptcy Petition for E.C.I.

30 E.C.I. has been administratively dissolved since 2008, and is an Indispensable party to the lower ongoing state case No. 2010-CA-004751-O known as the KOEPKE CASE. The only person who benefits from the bogus E.C.I. bankruptcy filing is Dello Russo himself. E.C.I., Hastings, Koepke, and Knott, the shareholders don't benefit. So why do it ? There is NO financial gain or tax gain for any person here except for Dello Russo. Not to mention the reduction in Dello Russo's liability in the state case for his intentional, illegal and downright VIAL decimation of The Amazon Village and E.C.I.

31 With the assistance of attorney Kevin Ross, Dello Russo has not only abused E.C.I. as it's Director, and Fiduciary, but abused Koepke and Hastings, costing Hastings over ten years of lost salary totaling alone now over \$1,100,000.00 as well as Wilson Knott, and James Koepke being deprived of CLEAR PROFIT which Kevin Ross repeatedly lies to the court about, stating that Amazon Village was

a failed business venture, when it clearly **was not**. Mr. Ross wasn't around when Amazon Village was being constructed, nor when it opened, and Ross was not even involved until more than a year after the parties met.

So any information Mr. Ross spews out to the court has already been proven a dozen times to be shameful lies, and misrepresentations to the court.

Plaintiffs point out that never does Mr. Ross address the FACTS of our allegations. He just keeps repeating himself about how the bogus MSA absolved Dello Russo and ECI of all sin, and obligations. **But again, these are absolute outright lies, and we're very happy to prove it before your Honor**

32 Dello Russo with the assistance of attorney Kevin Ross without notifying any of the other shareholders, and against the corporate bylaws, and the Mediated Settlement Agreement did in secret and intentionally, diminish the value of E.C.I. stock through selling a portion of the ONLY asset ECI possessed; that being the real property to Orange County Florida through an eminent domain transaction. Mr. Corporate Counsel Kevin Ross said NOTHING in the mediation of April 10, 2006 during which time, he and Dello Russo were already IN direct negotiations with Orange County on that eminent domain transaction. Clearly, **ETHICS, MORALITY & FAIR DEALING** have no place, and no importance

when it comes to Dello Russo and Attorney Kevin Ross involving the ( DEBTOR E.C.I. ). At the recent Creditors' meeting, Dello Russo as sole Director refused to answer any questions regarding ECI other than stating that he either didn't remember, or that the \$1.6 million dollars he secretly withdrew from our corporate E.C.I checking account, and then wired out of state to New York into his wife's trust account was none of our business, and besides " It was her money " and that Hastings was just a " DIP SHIT " This is on record from the Trustee's meeting recording and only goes to show the sheer arrogance, and narcissistic attitude, and mindset of Dello Russo. When asked about Dello Russo illegally transferring ECI stock to an outsider of the company thus bypassing the bylaws which mandate that HASTINGS, KOEPKE & KNOTT all have first right to purchase or refuse to purchase ANY STOCK which Dello Russo OR any of each others' stock FIRST before any outside non corporate member can be offered same. Dello Russo's response was that IT'S HIS STOCK AND HIS BUSINESS, and that he could do what ever he wanted. He also stated in that same utterance that " He didn't remember " These are just (2) of dozens of examples of how Dello Russo and his, and E.C.I.'s attorney Kevin Ross not only lie to the court, and all parties in the cases, but also refuse to cooperate in proper release of discovery on ALL CASES regardless

whether state case or Federal level case. YET, time and time again, Mr. Ross has stated that ALL DELAYS, and PROBLEMS pertaining in any way to E.C.I. and or Dello Russo are all the cause, or fault of Hastings, Koepke, and now KNOTT himself, AND OR any of our attorneys who in Ross's own scathing responses to the state court and Bankruptcy Court are all incompetent, and don't do their due diligence, and are always ill prepared, and have all collectively caused repeated cancellations of the state case jury trial. **Nothing could be further from the truth!** Any reasonable person would understand that Hastings, Koepke, and now KNOTT have all been trying desperately to bring the lower state case & companion cases to Jury Trial, but it's always been DELLO RUSSO AND KEVIN ROSS that intentionally cause delay after delay in order to avoid the inevitable Jury Trial that will finally bring them to justice. **BUT IN THEIR TYPICAL COLLECTIVE THUG STYLE OF BEHAVIOR,** they've taken the lowest of low roads, and filed for Chapter 7 Bankruptcy of E.C.I. which was administratively dissolved in late September of **2008**. **NOW ?** all of a sudden there's a big mad dash to put ECI into Chapter 7 ? A company that has NO ASSETS and has been dissolved now for 6 years ? With no assets, WHY would Dello Russo and Kevin Ross devise this plan ? Simply to **DELAY AGAIN** the lower state case proceedings.

that most definitely REEKS of fraud upon the Bankruptcy Court by way of a SHAM PETITION. As a side note, Hastings points out that Winderweedle was brought in to do the dirty work of the ECI petition in order to keep Kevin Ross out of the Bankruptcy Court's line of sight, as he and his co counsels, and former firm Foley Lardner are being sought after for sanctions in this very court from their incredible and wrongful actions against Hastings & Koepke during the recent Chapter 7 bankruptcy filed by Wilson A Knott, and finally discharged in November of 2013. They never represented Knott in that Adversary Proceeding, and yet lied to the court stating that they did, all in a big sham to SCREW Hastings & Koepke out of their rightful discovery on issues that directly involved THE CURRENT Debtor E.C.I. and it's illegally in place Sole Director Robert G Dello Russo **who just happens to be Kevin Ross's biggest personal client** at the expense of ECI and it's shareholders Hastings, Koepke, and Knott.

33 Dello Russo in a carefully conspired effort with his attorney ( WHO WE REMIND THE COURT, **IS E.C.I.'s CORPORATE COUNSEL** ) to plunder ECI of all it's production capabilities, equity, and assets while doing so as a dual benefit ALTER EGO scenario, and then in a final attempt to ( GET AWAY WITH IT ) Illegally force ECI into Chapter 7 Bankruptcy which after having no assets left to

dispose of, would thus leave Dello Russo in a **NON LIABLE** position from a personal perspective for all his intentional illegal, unethical, and immoral acts against his fellow shareholders. All in an effort to take everything for himself at the expense of the other partners, and the extremely profitable E.C.I. corporation.

34 It needs to be pointed out to the court that although Dello Russo and his counsel Kevin Ross, who again ( **represents Dello Russo personally while simultaneously representing E.C.I. against the other shareholders to the sole benefit of his personal client Dello Russo** ) have continually misrepresented to the court that E.C.I. was losing money to the tune of \$75,000.00 per month.

That is **NOT TRUE**, and misrepresentative of what really did take place with the Amazon Village Mini Mall, which Dello Russo intentionally, maliciously, and negligently pummeled into the ground rather than adhere to the contract and bylaws which mandated that the profits be split amongst the shareholders in pro rata distribution as per shares held by each. It all stems from **GREED !** and Dello Russo was taken completely by surprise to learn that ECI had reeled in \$130,000.00 in it's very first 30 days of operation showing an immediate net profit of ( **\$75,000.00** ). How ironic that this is the amount Dello Russo and his counsel have been continually claiming that Dello Russo has been

subsidizing E.C.I. for that exact amount. And of course, there was NO WAY ECI needed to be subsidized unless of course, it was intentionally being robbed, and grossly, and intentionally mismanaged thus opening the door for a bogus and unfounded capital call against the other shareholders.

35 It's a ( FACT ) that from **even before Amazon Village opened it's doors, that it was already making WAY MORE MONEY than anyone expected.**

36 When Dello Russo saw the astonishing amount of tenant deposits being collected by Hastings, Koepke, and Knott, that his true colors could no longer be hidden, and he began conspiring with his Goombah Chad Barton to stop at NOTHING to grab every single dime they could from the business and get rid of Hastings first, Koepke, next, and then finally Dello Russo's own contact that brought him into the deal, Wilson Knott who was ALSO defrauded and robbed across the board. ***How do you think Knott was put into bankruptcy anyway...*** There was PLENTY of money to give Wilson Knott \$1,000.00 a week, and James Koepke too. Hastings had his finger on the pulse of how much money it would Take to run the operation. Even Dello Russo admitted that he was surprised that Hastings' figures were so accurate even 2 years before the business came together. Cutting Wilson Knott out of a few grand a month while this low life



Dello Russo skims \$1.6 million dollars off the top for his wife, AND DOES IN SECRET should be MORE THAN ENOUGH evidence to show his underhanded and illegal modus operandi

37 **SO ALTHOUGH** ( so called ) corporate counsel Kevin Ross proclaims that Hastings & Koepke do nothing more than waste the court's resources, and try to make Kevin Ross and his client Dello Russo LOOK BAD, nothing could be further from the truth, and as usual Kevin Ross refuses to address THE ISSUES AND FACTS in the case. He continues to mumble about all issues being resolved by an M.S.A. that he authored, and that HE and his CLIENT Dello Russo **HAD NO INTENTION OF HONORING**, and further, **COULD NOT HONOR** because the most important of the documents that they insisted they had in their possession, and control and would deliver **NO LATER THAN ( 4 ) DAYS AFTER EXECUTING THE MSA, ( DID NOT EVEN EXIST ).** The certificate of occupancy, the C/O.

38 The M.S.A. was void ab initio, and Ross, and Dello Russo **KNEW IT**, yet they continued the charade, and dabbled the proverbial carrot on the stick of not only producing those badly needed documents within 96 hours, but also had an executed contract of sale on the ECI property for **\$10.5 million dollars** which was a back up plan in case Hastings & Koepke didn't go through with their purchase

of Dello Russo's 51% ownership shares in ECI.

39 However, as ALL COURT RECORDS PROVE, Dello Russo and his attorney Kevin Ross ( CORPORATE COUNSEL ) refused to deliver those badly needed documents, and also refused to follow through on the \$10.5 million dollar ECI sale contract with broker Sheri J Anderson. INSTEAD, they turned right around and sold the property **FOR MUCH LESS. \$8.2 million dollars to be exact.**

**WHAT IDIOT !!! would refuse \$14.5 MILLION DOLLARS, then \$12 million dollars, and then \$10.5 MILLION DOLLARS for our property and then DUMP IT for only \$8.2 million. THESE WERE REAL, LEGITIMATE, AND SOLID CONTRACTS FOR CASH with no contingencies FROM A FLORIDA LICENSED BROKER who also tendered a \$50,000.00 deposit check AND in one instance a mortgage commitment for \$12 million dollars.** We did not know this broker, she was sent to Dello Russo by attorney Gary Siegel. She met several times with both Dello Russo and Kevin Ross, and she finally threw the towel in because it was obvious that they did NOT want to sell the property.

40 **CORPORATE COUNSEL KEVIN ROSS'S WORDS ?**

" Tough luck for you and Koepke, you're on your own, and you can't do anything to us because of the ( Economic Loss Rule ) " Kevin Ross and Terry Young had

already planned in their heads and with Dello Russo that it didn't matter if they were going to screw Hastings & Koepke in the MSA because the Economic Loss Rule would protect them from any retaliation by Hastings & Koepke. **However, the 2013 Tiara ruling by the Florida Supreme Court** has clearly changed the stage for Mr. Ross and Dello Russo, so NOW they want to blame Hastings and Koepke for not honoring the MSA that Ross created, and that THEY violated on every level. **AS A SIDE NOTE,** Even WITHOUT the Tiara ruling, the Economic Loss Rule is clearly explained numerous times on all sorts of law sites **to not be in effect** if there was any fraud, or misrepresentation by the failing party in the acquisition of signatures from an unsuspecting opposing party in order to achieve a dismissal through a mediated settlement agreement.

41 The preceding 40 paragraphs don't even begin to sum up what can be considered only the TIP of the iceberg of what has taken place at the hands of Dello Russo and Kevin Ross. It's deplorable that Kevin Ross after being granted a license to practice law, would abuse it, and stoop to the lowest levels of under handed chicanery Hastings, Koepke, and now Mr. Knott have ever witnessed.

## COUNT 1

### FRAUD PERPETRATED BY E.C.I. AND SOLE DIRECTOR ROBERT G DELLO RUSSO

C1-1 ECI and it's sole Director Dello Russo from ECI's day of inception have maintained a continual, forceful, and malicious campaign of fraud, theft, conspiracy, misrepresentation, and other related crimes, and acts of bad faith, harmful intent and slanderous, and completely unfounded allegations against Hastings, Koepke, and we only recently learned, former Defendant, now Cross Plaintiff Wilson A Knott.

C1-2 Through extensive discovery which of, many facts and demanded documents and facets of information have STILL been repeatedly denied by ECI, it's sole Director Dello Russo and ECI's corporate attorney Kevin Ross who is supposed to , and is obligated to represent the interests of the corporation **AND ALL** of it's shareholders equally, and in the event of a litigation shall represent **ONLY ONE** client, not the corporation, and it's biggest, and most wealthy shareholder **against all the other shareholders**, which is without question an extreme conflict of interest. Plaintiffs have learned of illegal transactions, and numerous frauds perpetrated upon not only Hastings, but Koepke, and Knott AS WELL AS Orange County Building Department, the

Orange County Circuit Court, and TWICE, the U.S. Bankruptcy Court.

C1-3 One of the biggest obstacles along the way of what has now become a ten year long journey of theft, lies, and unimaginable abuse of the judicial system is the **OUTRIGHT REFUSAL** of opposing counsel to operate ethically or tell the truth of ANYTHING to the court, or acknowledge the **facts** in the case or even their refusal to keep their hands off of tampering with the evidence, and **a HOST** of other offenses that surely substantiate why the public at large across the country has the common opinion of lawyers that it does.

C1-4 How is it that ECI by it's own legal commitment, and legal obligation along with it's sole Director, and corporate counsel can induce opposing parties into an agreement that ECI, it's Director, and it's corporate counsel are fully aware of, that **ECI, it's Director and it's corporate counsel can in no way adhere to nor perform, BUT YET, WITH the full knowledge of that fact,** ECI, it's sole Director, and corporate attorney Kevin Ross did intentionally, and clearly state that all the documents specified in the MSA, they had in their possession, and control, and would deliver within 96 hours of the execution of the MSA.

C1-5 **THIS IS WORSE** than fraud. This is vicious assault upon partners, and

Shareholders of a brand new highly profitable business enterprise that took several years, and countless man hours to develop and refine.

C1-6 All of our rights were taken away, and ECI literally **defrauded us, and violated a literal shopping list of state and federal statutes.** Then after **screwing** the partners beyond comprehension, ECI, it's sole Director, and It's corporate counsel drafted a settlement agreement that we found out afterwards **THEY COULD NOT POSSIBLY HAVE ADRERED TO EVEN IF THEY WANTED TO...**

C1-7 Corporate counsel Kevin Ross and sole Director Dello Russo drafted the settlement agreement and as such, it's clear and evident that ECI was aware and complicit of the content of that settlement agreement and ECI was well aware that it not only **COULDN'T** perform pursuant to the MSA but that it already had decided ahead of time in conspiracy with it's sole Director and it's corporate counsel that created the document in the first place that ECI **WOULDN'T** perform pursuant to the terms of the MSA.

C1-8 Corporate counsel **was already prepared with their answer to what they knew would soon be coming,** and that was the complaints by Hastings' &

Koepke's counsels for ECI's, Dello Russo's and Ross's failure to abide by it's own settlement agreement, and before the words could even be spoken in completion, Kevin Ross was already stating, "**There's nothing you guys can do now cause we're covered by the Economic Loss Rule, and so you don't have a prayer of getting even a NICKEL out of us.**" "The case is finished, and you and Koepke are out of luck."

C1-9 This is an attorney **who is BEGGING the court and the bar to revoke his license to practice law. AND REMEMBER, this is our CORPORATE COUNSEL telling James, Greg, and Wilson to go X^\_# off.**

C1-10 Below is a bullet point list of JUST SOME of the wrong doings most of which are just plain outright fraud, OR the sister of fraud which is concealment, misrepresentation, or forgery. The most egregious of these is the one that took the most amount of time, planning, and conspiracy which would be clearly **the fraudulent inducement** for Hastings, Koepke and Knott to sign the vicious, premeditated, and conspired worthless settlement agreement, and then fight tooth and nail to insist that the courts **HONOR AND ENFORCE** that **intentionally bogus document** stating that once it's signed it's written in stone.

C1-11 Although it's a generally accepted rule of most courts that indeed when a settlement agreement is signed that there is no turning back, **THAT, in of Itself is not written in stone, as the court, if and when notified afterwards becomes aware of BAD FAITH, MISREPRESENTATION, FRAUD, FRAUD IN THE INDUCEMENT, FORGERY, OR FORMER DESTRUCTION OF EVIDENCE , the Court Is within it's jurisdiction to STRIKE said agreement and to order SANCTIONS, and monetary damages against the failing party AND reinstatement of the former case and any other penalties and remedies the court may deem appropriate.**

C1-12 The Economic Loss Rule obviously no longer applies due to the reasonably recent Tiara Ruling, however, as a side note Hastings points out that through dogged research it's come to his attention that the Economic Loss Rule **DOES NOT & NEVER DID** protect the failing party **even without the Tiara Ruling** for intentional actions, or conspiracies resulting in actions of misrepresentation, forgery, fraud, or fraud in the inducement regarding a settlement agreement. Redundant YES, but it bears repeating...

C1-13 The settlement agreement is **SUPPOSED** to be forthright, honest, totally open, and performable, and signed with the **intention and ability** to



perform those tasks within. If any of the aforementioned acts are perpetrated in an effort the **TRICK** the other party by the failing party or it's counsel, then the MSA may be completely stricken at the failing party's peril.

### **C1-BULLET POINTS**

C1-A Dello Russo, after the original Shareholders Agreement / Buy & Sell Agreement was executed by all four of the original parties **did delete and alter** specific verbiage completely changing the format of the initial creation of the E.C.I. corporation.

C1-B ECI and sole Director Dello Russo in conspiracy with Howard C Barton did conspire, and finally execute a coup against original founder and conceptualist Hastings by making false felonious allegations and reports to the Orange County Sheriff's Department with full knowledge that they were not true causing Hastings to be forcefully detained, and subsequently forced to leave the property, and the business that ( he ) created.

C1-C ECI and it's sole Director Dello Russo in conspiracy **did illegally create, forge, and illegally backdate, and then illegally notarize a bogus mortgage to a date when the notary seal used to notarize that mortgage did not exist in the amount of \$4,250,000.00 naming Dello Russo the Mortgagee.** This done without any knowledge of and in total secret from the other Shareholders.

C1-D ECI in cooperation, and conspiracy with it's sole Director **did partake In yet ANOTHER** secret mortgage which gave the initial bogus mortgage through Dello Russo's friend, **VP Chuck Ousten** of Wachovia's Longwood Florida office, and in exchange ECI received nothing except a multi million dollar debt placed upon itself while Dello Russo removed all the money from that new mortgage against ECI and put those millions of dollars into his own pocket. **AGAIN in total secrecy from the other Shareholders.**

**C1-E Fraudulent Concealment of pertinent facts.**

ECI, it's sole Director, and our corporate counsel **did indeed conceal** the fact during our 2<sup>nd</sup> court ordered mediation of April 10, 2006 that the property Hastings and Koepke were getting through the supposed purchase of 51% of ECI stock which was allegedly being sold to them by it's alleged owner Dello Russo **WAS NOT THE SAME PROPERTY** as what Hastings & Koepke had originally entered into purchase contract in with the original seller Deutsche Bank and in fact was reduced considerably in size by way of a **secret eminent domain** transaction which was being worked on by Orange County and ECI for over a year, and subsequently closed upon within only 6 months from execution of the MSA.

C1-F Neither ECI, nor it's sole Director Dello Russo, nor even our corporate Counsel Kevin Ross disclosed that they had taken approximately a quarter of a million dollars for their own pockets from that Eminent Domain transaction.

C1-G ECI, It's sole Director Dello Russo, and our corporate counsel **knew, but Intentionally did not disclose** at that mediation that although they claimed that they were selling Dello Russ's 51% ownership of ECI stock, **that Dello Russo clearly DID NOT OWN THAT 51%** which they all represented to the mediator, our counsels, and us that he did.

C1-H In fact, that 51% allegedly owned by Dello Russo had long since been secretly and illegally divested back on August 11, 2004. **The very next day after they brought in the Police to falsely arrest and remove Hastings.** Apparently, Dello Russo illegally transferred half of his stock away to his friend, and partner in other businesses Howard C Barton aka Chad Barton, who used his status as a Miami Dade Detective Investigator to garnish the **ILLEGALLY OFF THE RECORD** assistance of **FOUR** of his brethren of the Orange County Sheriffs Department against Hastings.

C1-i ECI, it's sole Director, and our corporate counsel did secretly, and illegally **SELL** the real estate property and building of 11100 East Colonial drive in Orlando Florida 32817 valued at **\$20,000,000.00** to a local firm named Great American Land Management for the intentionally low ball price of **8.2 million dollars.** **THIS** while having previously turned down **bona fide offers** from Florida state Licensed Mortgage Broker Sheri J Anderson for **\$14,000,000.00** as her counter offer to **OUR ATTORNEY KEVIN ROSS who told her the ( REDUCED DISTRESS**

**SALE PRICE ) was \$15,000,000.00** because in his own words, our corporate Attorney Kevin Ross stated that “ **You’re getting the deal of a lifetime cause this property’s worth at least 20 million, but we’ll give it to you for only 15 million.**”

C1- J ECI, it’s sole Director Dello Russo further refused to accept the subsequent **bona fide** offer from Sheri Anderson for **\$12 million dollars.**

C1-K With the court ordered mediation just around the corner, and as a planned **enticement** to fraudulently secure the signatures from Hastings, Koepke, and Knott, ECI, it’s sole Director, and our corporate attorney Kevin Ross **USED and DEFRAUDED** Sheri J Anderson by telling her that they would accept a final offer of **10.5 million dollars.** ECI and it’s sole Director executed that contract for \$10,500,000.00 and **fraudulently used that executed contract TO TRICK** Hastings, Koepke, and Knott into signing the bogus and fraudulent MSA.

C1-L In fact, ECI, it’s sole Director Dello Russo and our corporate counsel Kevin Ross **INTENTIONALLY REFUSED 14 million, 12 million, and then 10.5 million dollars for the Amazon Village property ONLY TO TURN RIGHT AROUND IN SECRET AND SELL IT FOR 8.2 million.**

C1-14 Although there are numerous other frauds, and forgeries perpetrated by Debtor ECI, it’s sole Director, and our corporate counsel, the foregoing certainly makes the point.

**WHEREAS:**

Plaintiff pleads with the U.S. Bankruptcy Court to find that the ECI Chapter 7 petition **6: 14-BK-09589- KSJ** is unwarranted with no substance or foundation. That it’s fraudulent, and filed in bad faith. Further that the court find that the

allegations made by Plaintiffs do indeed have merit, and those actions alleged by Plaintiffs are **NOT** dischargeable in the U.S. Bankruptcy Court because of their fraudulent, misrepresentative, conspired, malicious and callus nature. That the court strike and dismiss the bogus and fraudulent ECI Chapter 7 Petition, and institute sanctions against ECI, it's sole Director, and it's corporate counsel for their combined conspired orchestration of this sham Chapter 7 Petition, and their abuse of the laws of, and protections offered by the U.S. Bankruptcy Court.

**Further**, that if the U.S. Bankruptcy Court is within it's jurisdiction, then to **strike** from the Federal level, the **MSA** as a **sham and mandate said decision upon the lower state court** for conspired actions and shams between ECI, it's sole Director Dello Russo, Dello Russo personally, and ECI's corporate counsels Kevin Ross and Terry Young against shareholders Hastings, Koepke, and Knott, that each of those parties be sanctioned not only judicially, but monetarily by the court and that the court impose what other just relief it deems appropriate.

**COUNT 2**

**THEFT BY DECEPTION  
PERPETRATED BY E.C.I.  
AND SOLE DIRECTOR ROBERT G DELLO RUSSO**

C2-1 Although ECI is the Debtor, ECI is an entity which is under the complete control of it's Sole Director Robert G Dello Russo who refused to step down after his agreed ( 12 month term ) expired. As such, there can be no alternate culprit of the crimes and deceit that were enacted by Debtor ECI, because ECI was at all times the Alter Ego and under full control of Dello Russo.

C2-2 Accompanying documentation herein proves that going all the way back to the very day of it's inception of May 07, 2004, that ECI was preplanned by Dello Russo to be used for his own benefit, and the benefit of his crony Howard C Barton aka Chad Barton against, and at the expense of his new found partners in business, the Adversary Plaintiffs Hastings, Koepke and Knott.

C2-3 Almost immediately after parties (Dello Russo, Knott, Hastings Koepke) formed E.C.I., Dello Russo and his then attorney (also new corporate counsel) Philip F Keidaish erased, and deleted an all important line in the original and freshly executed Shareholders' Agreement aka the Buy & Sell Agreement that clearly stated Dello Russo's input of \$6.5 + million dollars into the newly formed

ECI was his **capital contribution** in exchange for 51% ownership of the company ( **only in regard** ) to the disbursement of monies derived from the operation of the Amazon Village Mini Mall located at 11100 East Colonial Drive Orlando, Florida 32817, **AND THAT'S THE DOCUMENT** that Plaintiffs left the corporate set up meeting with in their hands. Plaintiffs **did not know** that Dello Russo and Keidaish had altered their already signed / executed agreement after Plaintiffs had walked out of the office of Keidaish.

C2-4 Debtor ECI was funded by Dello Russo through his capital contribution which not only entitled him to 51% of the net profit, but additionally his shares also applied as did the other shareholders, to his 51% ownership of the real estate which all the partners agreed was a property worth \$20,000,000.00 upon its completion of renovations. This value although opposing counsel squirms over it in each of its pleadings, has been substantiated by numerous other parties who are witnesses in the state case at least two of which had committed to loaning 50 % LTV money to Hastings and Koepke in order to buy out Dello Russo's shares pursuant the MSA which figure in both cases amounted to a loan amount of \$10,000,000.00. So it's absurd for opposing counsel to claim that ECI, and the ECI property were worth very little or nothing, as they have continually done for

what is now over TEN YEARS. Let's take a close look at what Dello Russo claimed the value of E.C.I.'s property was worth on his nearly **\$50,000,000.00 ESOP LOAN**.

C2-5 What Dello Russo did was on the 2<sup>nd</sup> page of the Agreement, remove the line declaring the capital contribution, and after the document had everyone's signatures on it, secretly change that line to read ***"It is anticipated that Robert G Dello Russo will make a loan to the newly formed ECI corporation"***

Of course, none of the other partners knew about this, and most certainly would not have signed a document stating that. Further, this extremely critical and detrimental fact was only brought to the surface through dogged discovery by Plaintiff Hastings' then counsel Al Frith, when the altered Shareholders' Agreement appeared in a package obviously mistakenly provided by opposing counsels' assistant. What this did was immediately place the brand new ( now Debtor ) ECI into debt the very first day it was formed, which was completely against the basis that Hastings, Koepke and Knott went into partnership for. If that was the case, then Hastings and Koepke would never have bothered with Knott or Dello Russo by just getting a straight out loan which was previously offered to them by Shearson Lehman Brothers Investment Division in New York City which was a \$10 million dollar loan at 15% interest. So Hastings

& Koepke put that offer on the back burner while they shopped other offers, and THAT'S when Knott came into the picture as a broker who had a wealthy investor associate named Dello Russo. Opposing counsel's continued proclamations that Plaintiffs had no other alternative and were about to lose their purchase option on the former Builder's Square property is ( ludicrous ) at best, because there were indeed other options. Dello Russo is not the only well to do business person out there by any means, and Plaintiffs' purchase option was renewable with an additional \$25,000.00 which the plaintiffs did have at their disposal.

Where the THEFT BY DECEPTION comes into play is as follows.

- A. ECI under the control of Dello Russo changed the capital contribution Illegally, fraudulently, and secretly Into a loan which thus diminished the value of ECI stock drastically by way of roughly \$7 million dollars worth of secret and bogus debt. Then Dello Russo created a bogus mortgage against the newly acquired ECI property in the amount of \$4,250,000.00 **payable to himself**. He then **backdated that bogus mortgage to May of 2003**. **NONE OF THE PARTNERS / PLAINTIFFS** had any knowledge of these actions. All done in secret. By the way Hastings & Koepke NEVER KNEW who Dello Russo, nor Knott were back in 2003. How could Dello Russo have had a mortgage on a property under contract by Hastings when they never met ????
- B. Dello Russo then took that bogus loan to Wachovia Bank where he WASHED that dirty mortgage with the help of his friend at Wachovia Bank in Longwood Florida Vice President Chuck Ousten who already knew that Dello Russo **had just** recently acquired the Debtor ECI property in the spring of 2004, and yet Ousten and his crew at Wachovia overlooked the intentional backdating of the bogus mortgage, and gave Dello Russo a NEW mortgage in exchange



for the bogus mortgage which cash, he then put in his pocket, and thus he then owned 51% of the corporation, the profits, and the real estate, and never paid a dime for any of it. He stole our millions of dollars in equity, and indebted all of us without our knowledge for what amounted to roughly \$7,000,000.00 while he held complete control of Debtor ECI, and accounted to nobody while he continued to plunder it.

- C. Further, at the mediation as supported by the MSA, it was part of the settlement agreement that Dello Russo agreed sell all of his 510 shares of ECI stock to Hastings and Koepke. Hastings, who had also sued Dello Russo's personal attorney who was also corporate counsel for ECI, Philip F Keidaish jr. P.A. and personally for his wrong doings, and then at the mediation of April 10, 2006, attorneys for Keidaish's insurance carrier, who were at the mediation on behalf of Keidaish agreed to pay Hastings \$75,000.00 to release their client Keidaish from the case. Hastings agreed at the mediation in order to show good faith, to give that check to Dello Russo as a deposit on the buyout of Dello Russo's shares after they turned over the badly needed documents to Hastings and Koepke, that they agreed to do pursuant to the MSA.
- D. **SOMEHOW** Hastings never received that check from the insurance carrier, and was never given a proof of loss to sign as a release to the insurance carrier. What happened was that Mr. Corporate Counsel Kevin Ross contacted the insurance company telling them that he was representing Hastings as a shareholder of ECI, and that the check and the proof of loss were to be sent to Kevin Ross, and he would sign them on behalf of Hastings ( **which really should cost him his law license** ) No matter how many times Hastings has requested and demanded those specific documents, that being the proof of loss, and the check for \$75,000.00, Kevin Ross and Dello Russo / ECI have refused to provide a copy of those documents nor any of the communications between the insurance carrier and themselves of course on behalf of Dello Russo. So Dello Russo, ECI, and attorney Kevin Ross **STOLE** Hastings and in reality partially Koepke's \$75,000.00 deposit, and **STILL REFUSED** to sell the stock back to Hastings & Koepke that the \$75,000.00 was a deposit for. Plain outright theft by deception.

- E. Further, ECI / Dello Russo stole by deception, a quarter of a million dollars through a secretly negotiated, and executed sale of E.C.I. real estate property thereby reducing the size, and value of the real estate unbeknownst to Hastings, Koepke, and Knott while E.C.I. Dello Russo and corporate counsel Kevin Ross secretly divided that money up, and pocketed it.
- F. Further ECI / Dello Russo stole by deception, the shares of stock owned by Hastings, Koepke, and Knott by way of a fraudulent settlement agreement created by ECI's corporate counsel and Dello Russo's personal counsel Kevin Ross by which with the assistance of Kevin Ross, ECI, and Dello Russo commandeered said stock for Dello Russo / ECI to use for their own benefit at the expense of, and totally unbeknownst to Hastings, Koepke and Knott.
- G. Further ECI / Dello Russo stole by deception **\$1,585,000.00** of money that belonged to Hastings, Koepke, and Knott through ECI's and Dello Russo's private execution and closing of an illegal real estate sale of the ECI property. No matter what opposing counsel may refer to in the bogus MSA which is currently in the state court case, motioned upon to be stricken by the court per it's status of being void ab initio Creditors / Plaintiffs note to the court that since Dello Russo & ECI refused and failed to deliver the all important and mandatory documents that the MSA was predicated upon, that precluded them from having legal right to sell the property which according to the MSA that they themselves insist WE abide by, they were OBLIGATED to sell the 51% ownership shares in ECI to Koepke and Hastings who would then own the Amazon Village property business, ECI, and thus the real estate along with Knott being a 9% shareholder. Instead, they took Hastings & Koepke's \$75,000.00 Illegally from the insurance company, and then **kept it** and told Hastings and Koepke to go fly a kite with their option to buy out Dello Russo's shares, and then Dello Russo and ECI sold the only asset of ECI, that being the property to Great American Land Management at an insanely distressed price of \$8.2 million dollars.

- H. Further, ECI / Dello Russo not only stole the \$1,585,000.00 from the Creditors / Plaintiffs, but then they secretly wired that money to Dello Russo's wife Diane Dello Russo into her private trust account out of state, and in New York City. Again, totally unbeknownst to Hastings, Koepke and Knott. When questioned about this in the recent ECI bankruptcy Trustee's 341 Creditors' meeting, Dello Russo's response to Hastings is that **"Hastings is a DIP SHIT "** and that almost \$1.6 million dollars was Diane Dello Russo's money, and it was none of Hastings' or Koepke's or Knott's business. Theft by Deception of \$1.6 million dollars by Debtor ECI / Dello Russo in conspiracy with Diane Dello Russo who's money it was not, and who had no claim, nor right to that money.
- I. Further, ECI / Dello Russo stole the ability of Hastings & Koepke to purchase his 51% ownership shares of stock in ECI **because Hastings and Koepke have learned that Dello Russo DID NOT OWN the 51% shares that he, and Kevin Ross claimed he did during the mediation.** What Plaintiffs have learned is that Dello Russo secretly and illegally divested himself of half of his ownership interest to his crony, Chad Barton who was not affiliated with ECI and strictly an outsider who made continual efforts to undermine the operation of Amazon Village. Corporate counsel Kevin Ross and Dello Russo **both knew this, and participated in the sham keeping it secret while fraudulently Inducing Hastings, Koepke, and Knott into signing the completely worthless MSA. Worthless because of the specific notes below.**

#1 The most important document out of 4 that were very Important and integral components of the MSA was the Certificate of Occupancy which both Dello Russo and his counsel / and ECI counsel Kevin Ross and his co counsel Terry Young both of Lowndes Drosdick at that time claimed at the mediation, they had the C/O and other related documents mandated by the MSA **in their possession and control and they would deliver same within 96 hours of execution of the MSA pursuant the MSA specifications.**

#2 Dello Russo did not own the 51% shares of stock that

he and his attorneys stated he did, and as such, there was no possible way Hastings and Koepke could have performed their buyout of Dello Russo's **alleged** 51% ownership because it didn't exist.

#3 ECI / Dello Russo defrauded Hastings, Koepke & Knott with a worthless MSA by misrepresenting the true and correct size, and value of the ECI / Amazon Village property because they refused and failed as did Corporate Counsel Kevin Ross to disclose that the 11.6 acres of land was not that at all, but instead reduced by way of the secret eminent domain transaction which means that the intended purchase by Hastings, Koepke, and Knott would have been a fraud, and sham because the legal description of the purchase did not match nor equate to the acreage, nor legal description of the **original purchased site contracted by Koepke, and Hastings with the original seller.**

#4 It's important to understand that the C/O was positively of **monumental importance** during and after the mediation because Plaintiffs' attorneys explained to the mediator and to opposing counsel that in order for Plaintiffs to be able to perform the buyout of Dello Russo's **alleged** 51% shares in ECI that ALL LENDERS would require **the C/O, certified site plan, copies of the rent rolls and disclosure of the escrow.** Both ECI / Dello Russo and ( corporate counsel ) Kevin Ross and his co counsel Terry Young stated numerous times that they did in fact have **all of these stated documents in their possession and control,** and just needed a couple of days to make all the copies, and prepare the package which they would deliver to our attorneys forthwith **( within 96 hours ) NOT 3 MONTHS ECI / DELLO RUSSO / AND COUNSELS KNEW** they did not have the C/O and that it was impossible for them to acquire it within the next 96 hours, **AND YET,** they lied to the other attorneys at the mediation, the mediator and the plaintiffs and scammed their way into our signatures knowing full well that they had **ABSOLUTELY NO INTENTION** of ever delivering those documents. **With such gross misconduct, fraud, conspiracy & misrepresentation**

**and the fact that now ECI is before the bankruptcy court, it would seem fit and appropriate for the Federal Level Court to intercede and strike the worthless sham of an MSA, and sanction all parties in the ECI / Dello Russo camp including the attorneys, imposing punitive, treble and compensatory damages of the highest level possible based on all the facts and the sham now set before the Bankruptcy Court.**

**WHEREAS:**

Plaintiff reavers and realleges each allegation in the preceding counts, and pleads with the U.S. Bankruptcy Court to find that the ECI Chapter 7 petition **6: 14-BK-09589- KSJ** is unwarranted with no substance or foundation. That it's fraudulent, and filed in bad faith. Further that the court find that the allegations made by Plaintiff do indeed have merit, and those actions alleged by Plaintiff are **NOT** dischargeable in the U.S. Bankruptcy Court because of their fraudulent, misrepresentative, conspired, malicious and callus nature. That the Court strike and dismiss the bogus and fraudulent ECI Chapter 7 Petition, and institute sanctions against ECI, it's sole Director, and it's corporate counsel for their combined conspired orchestration of this sham Chapter 7 Petition, and their abuse of the laws of, and protections offered by the U.S. Bankruptcy Court. **Further**, that if the U.S. Bankruptcy Court is within it's jurisdiction, then to **strike** from the Federal level, the **MSA** as a **sham and mandate said decision upon the lower state court** for conspired actions and shams between ECI, it's sole Director Dello Russo, Dello Russo personally, and ECI's corporate counsels Kevin Ross and Terry Young against shareholders Hastings, Koepke, and Knott, that each of those

parties be sanctioned not only judicially, but monetarily by the court and that the court impose what other just relief it deems appropriate.

### **COUNT 3**

#### **FRAUD UPON THE UNITED STATES GOVERNMENT PERPETRATED BY ECI AND SOLE DIRECTOR ROBERT G DELLO RUSSO**

C3-1 Plaintiffs allege that ECI portrayed as an asset, the misrepresentation to the United States Government Department of Labor ESOP division that it's sole Director either individually or in conjunction with Howard C Barton owned 100% of all ECI stock. This in order to aid in his or their efforts to secure tens of millions of dollars in ESOP loans from the Federal Government which would be an outright fraud, and sham because Hastings, Koepke and Knott were and still are Shareholders in ECI holding collectively 49% of all company stock in ECI.

C3-2 It's come to Plaintiff's attention that Dello Russo took out an ESOP loan for his company Del Air Heating, Air Conditioning and Refrigeration inc for between \$45,000,000.00 and \$50,000,000.00, and that his friend and partner Howard C Barton aka Chad Barton took out an additional ESOP loan for his

company namely American Door & Millwork Company for what Plaintiff believes is over \$20,000,000.00, and that on each of these related ESOP applications, Dello Russo and Barton both claimed that they owned 100% of ECI which would be impossible since you can't own 200% of something, and further that Hastings, Koepke, and Knott collectively hold 49% of the ECI corporation on their end.

C3-3 Further, Plaintiffs allege that ECI and it's sole Director Dello Russo have represented to the Federal Government on their ESOP applications of both of the aforementioned companies that the ECI / Amazon Village property was worth approximately \$20,000,000.00 in order to bolster their financial asset sheets.

C3-4 Further, Plaintiffs allege that ECI and it's sole Director Dello Russo **did not disclose** on the ESOP related applications that ECI, and Dello Russo were both Defendants in an ongoing litigation with pending allegations of fraud, forgery, misrepresentation, and fraud in the inducement which would have more than likely cost them a denial on at least ONE of those multi million dollar ESOP loans. Lie by omission on a Federal Document is a felony.

C3-5 Further, Plaintiffs allege that ECI's sole Director Dello Russo did not disclose

to the Federal Government during his ESOP loan process that he was an owner, nor that Barton was an owner **OF EACH of the companies seeking the loans.**

**Dual ownership and co mingling of funds, and SINCE, American Door has closed up shop, and for the most part re opened under the name of American Builders Supply. ECI has participated or at least been complicit in this multi million dollar sham and rip off of the U.S. Government.**

C3-6 ECI allowed itself and was complicit in the cross borrowing of U.S. govt. funds by Dello Russo and Barton which was accomplished at least in part due to the assets, and alleged, but bogus stock valuation and ownership of E.C.I.

**WHEREFORE:**

Plaintiffs reaver and reallege each allegation in the preceding counts, and plead with the U.S. Bankruptcy Court to find that the ECI Chapter 7 petition **6: 14-BK-09589- KSJ** is unwarranted with no substance or foundation. That it's fraudulent, and filed in bad faith. Further that the court find that the allegations made by Plaintiff do indeed have merit, and those actions alleged by Plaintiff are **NOT** dischargeable in the U.S. Bankruptcy Court because of their fraudulent, misrepresentative, conspired, malicious and callus nature. That the Court strike and dismiss the bogus and fraudulent ECI Chapter 7 Petition, and institute sanctions against ECI, it's sole Director, and it's corporate counsel for their



combined conspired orchestration of this sham Chapter 7 Petition, and their abuse of the laws of, and protections offered by the U.S. Bankruptcy Court.

**Further**, that if the U.S. Bankruptcy Court is within it's jurisdiction, then to **strike** from the Federal level, the **MSA** as a **sham and mandate said decision upon the lower state court** for conspired actions and shams between ECI, it's sole Director Dello Russo, Dello Russo personally, and ECI's corporate counsels Kevin Ross and Terry Young against shareholders Hastings, Koepke, and Knott, that each of those parties be sanctioned not only judicially, but monetarily by the court and that the court impose what other just relief it deems appropriate.

#### **COUNT 4**

##### **MISREPRESENTATION**

C4-1        There is no question that ECI became the alter ego of it's sole Director Dello Russo. The sheer arrogance, and outright shouting abuse, and refusal to abide by the very rules, regulations, and standard corporate protocol by Dello Russo **that he himself drafted** with his friend and personal / **first** corporate attorney Keidaish on the corporate bylaws and

the Shareholders' Agreement / Buy & Sell Agreement only further prove that his motives were sinister from even before the Amazon Village opened it's doors in 2004.

C4-2 Realizing that the debtor in this case is ECI, and not specifically Dello Russo himself, the line **is fuzzy and distorted** for the reason that Dello Russo **forced it to be that way by his misrepresentations and frauds** committed from the very day of ECI's inception on May 07, 2004.

C4-3 ECI is an entity. And even according to the U.S. SUPREME COURT, an entity has certain conditions, and similarities that it shares with an individual, or a group of people depending on how the entity is used. **A perfect example is The U.S. Supreme Court's ruling on SUPER PACS** who according to the court **HAVE RIGHTS**. At first, one thinks that because a Super Pac is an inanimate object created by man, and not of physical touch & feel existence, that it can't then have any personality, feelings, rights, or responsibilities **however**, after pausing to examine the ( entity's mere existence ) forms a concrete acknowledgement that the entity DOES exist, and therefore, just because one cannot touch it, nor talk to it, nor communicate feelings one direction, nor the other, the entity DOES INDEED EXIST AS AN INTANGIBLE OBJECT

created by an individual or a group for the purpose of serving as a vessel with which those individuals can create through the use of that vessel a desired end result. Therefore, the entity / vessel has the ability to reap rewards, be protected, operate as a machine / vessel to express, create, and or continue those efforts of the individuals who created it, and operate it. As such, that entity / vessel then **also holds responsibility** for the representations, and actions it participates in or undertakes.

C4-4        The entity in this case is ECI, and ECI in conspiracy, and cooperation with it's largest shareholder and sole Director did misrepresent to Hastings, Koepke, and Knott that it would perform the following:

A.        From day of inception of May 07, 2004 initialize it's existence, and operational format under the creative license, and managerial control of only Hastings & Koepke. **Not Dello Russo** who repeatedly proclaimed that he wanted nothing to do with the running of the operation, nor it's design.

**ECI FAILED TO DO THIS.**

B.        ECI would only have 2 signers on the checking accounts namely Dello Russo and Hastings and no other person was to be added on.

**ECI FAILED TO DO THIS.**

C. ECI would provide Hastings with a weekly paycheck of \$2,000.00 per week beginning immediately for his concept, development, supervision, and managerial expertise of the operation permanently.

**ECI FAILED TO DO THIS**

D. ECI would **under no circumstance** take on any debt, nor encumber itself through pledges, wrap around mortgages, liens or loans, or stock splits, or trades of any kind **without the express written agreement of ALL shareholders regardless of which shareholder held the most amount of stock.**

**ECI FAILED TO DO THIS**

E. ECI would **under no circumstance** move, alter, or divest, nor allow any of the original four shareholders to move, sell, alter, loan or divest **any** of their shares in the ECI corporation without first offering those shares to one or all of the original shareholders.

**ECI FAILED TO DO THIS**

F. ECI would operate under the standard of professional ethics and state mandated legal protocol i.e. not participate in any type of conspiracy, nor inappropriate activities such as forgery, fraud, backdating legal documents etc.

### **ECI FAILED TO DO THIS**

G. Even though ECI agreed to operate under the bylaws it was created under, and abide by the Shareholders' Agreement that set the rules of it's operational format, ECI violated every single one of the mandates specified in the above noted documents, and the most important of those mandates was that the Director of the corporation would only hold that position for the term of one year, and then there would be a vote of all four shareholders ( regardless ) of how much stock each of them held, and the outcome of that vote would determine who the new Director, President, Vice President, Secretary and Treasurer would be.

### **ECI FAILED TO DO THIS**

H. ECI agreed that there would be pro rata distribution of profits after the monthly overhead was paid ( which was agreed to be approximately \$50,000.00 per month ) That included salaries, utilities, advertising, taxes, insurance, maintenance, and a small monthly reserve. **There WAS NO loan, no mortgage and no debt.**

### **ECI FAILED TO DO THIS**

I. ECI entered into a Mediated Settlement Agreement with Hastings, Koepke, and Knott in order to dismiss the lawsuit filed against it, and it's sole

Director whereby ECI agreed pursuant to the terms of that agreement to accept a \$75,000.00 check on behalf of Hastings & Koepke as a deposit towards the sale of 51% of ECI's corporate stock and real estate allegedly held by it's sole Director Dello Russo. ECI did indeed receive that check, and kept it, and then refused to follow through with the sale of it's stock, and did cash that check through It's own ECI bank account. ECI was obligated to relinquish those 51% shares to Hastings & Koepke.

**ECI FAILED TO DO THIS,** yet ECI, and it's sole director both reaped the benefit of dismissal of the litigation while misrepresenting itself to the shareholders **after taking their \$75,000.00 under false pretenses.**

J. ECI was obligated pursuant to the terms of that MSA to provide very specific documentation within ( 96 ) hours of execution of the MSA with which Hastings & Koepke would then secure the funding to purchase the alleged 51% of ECI stock.

**ECI FAILED TO DO THIS**

K. ECI **did not** have possession and control of all of the specific documents that it, it's sole Director, and it's corporate attorneys misrepresented that it did have, and would produce within 96 hours. Because the C/O ECI and the others claimed they had **DID NOT EXIST**, then ECI was obligated to secure

that C/O and produce it within that 96 hour time frame. ECI and it's sole Director, and it's corporate counsel all knew this, but intentionally kept quiet, and withheld that information from Hastings, Koepke, and Knott in a conspired effort to gain the signatures from Hastings, Koepke, and Knott on the MSA. ECI was obligated to NOT MISREPRESENT to Hastings, Koepke, and Knott.

#### **ECI FAILED TO DO THIS**

L. ECI additionally represented that in the event that Hastings and Koepke could not, or would not follow through with their purchase of the 51% shares in ECI allegedly held by Dello Russo, that ECI would complete the sale of a pending contract which it held, and had executed with Broker Sheri J Anderson for the amount of **\$10,500,000.00**. This was a further enticement by ECI, it's corporate Counsel, and Dello Russo to **misrepresent and TRICK** Hastings, and Koepke and Knott into signing the pre conceived bogus MSA. ECI was obligated to accept only the highest price it could secure for the sale of it's only asset, and not sell it to some local cronies who worked quietly behind the scenes with ECI's sole Director and corporate counsel.

#### **ECI FAILED TO DO THIS**

C4-5 ECI has misrepresented itself, it's intentions, and it's actions since it's Inception on May 07, 2004 in a continual pattern of malicious, and harmful actions against it's own founding shareholders, and has perpetrated these callus crimes and misdeeds in conspiracy and cooperation with it's largest shareholder, and sole Director Dello Russo and it's corporate counsel Ross.

**WHEREAS:**

Plaintiff reaver and reallege each allegation in the preceding counts, and pleads with the U.S. Bankruptcy Court to find that the ECI Chapter 7 petition **6: 14-BK-09589- KSJ** is unwarranted with no substance or foundation. That it's fraudulent, and filed in bad faith. Further that the court find that the allegations made by Plaintiffs do indeed have merit, and those actions alleged by Plaintiff are **NOT** dischargeable in the U.S. Bankruptcy Court because of their fraudulent, misrepresentative, conspired, malicious and callus nature. That the Court strike and dismiss the bogus and fraudulent ECI Chapter 7 Petition, and institute sanctions against ECI, it's sole Director, and it's corporate counsel for their combined conspired orchestration of this sham Chapter 7 Petition, and their abuse of the laws of, and protections offered by the U.S. Bankruptcy Court. **Further**, that if the U.S. Bankruptcy Court is within it's jurisdiction, then to **strike** from the Federal level, the **MSA** as a **sham and mandate said decision upon the lower state court** for conspired actions and shams between ECI, it's sole Director



Dello Russo, Dello Russo personally, and ECI's corporate counsels Kevin Ross and Terry Young against shareholders Hastings, Koepke, and Knott, that each of those parties be sanctioned not only judicially, but monetarily by the court and that the court impose what other just relief it deems appropriate.

## **COUNT 5**

### **ABUSE OF THE BANKRUPTCY COURT AND IT'S PROTECTION**

C5-1 As stated numerous times already, ECI was administratively dissolved in late September of 2008 without any notification to the shareholders Hastings, Koepke, or Knott.

C5-2 ECI had already illegally disposed of it's biggest of two assets, namely the real property of 11100 East Colonial Drive Orlando, Florida 32817 for an intentionally distressed price **even though** it was in possession of an executed bona fide contract of sale for \$10,500,000.00 ECI refused to take the larger amount of money and then closed the real estate deal for only \$8.2 million.

C5-3 At that point, the only asset left belonging to ECI was the left over kitchen equipment installed by a former tenant who put their life savings into the Amazon Village kitchen / restaurant enterprise which was distorted, and deprived of it's rightful profit through intentional managerial squeezing perpetrated by ECI, and it's sole Director.

C5-4 The couple was forced to close their operation, and move from the premises and prohibited from taking their equipment with them under the command of ECI and it's sole Director that the equipment was now a permanent fixture to the Amazon Village and thus could not be removed. Some arrangement for less than the minimum fair market value was derived which ECI / Dello Russo allegedly paid them for on equipment that was clearly portable. The ravaging of this couple's life savings, and investment through carefully plotted and planned unfair confiscation, and unethical business practice yielded ECI an additional asset that was originally worth over \$125,000.00. This was never disclosed to Hastings, Koepke, and Knott and in fact ECI / Dello Russo are the only ones who knew about it, and benefitted from it.

C5-5 These and the examples in the preceding counts prove beyond doubt that Debtor ECI has operated illegally, fraudulently, and against the interest,

and security of it's shareholders Hastings, Koepke, and Knott.

C5-6 In short, **ECI is not DESERVING** of protection through the Bankruptcy Court as it's done everything possible to act in bad faith, and the massive amount of frauds, forgeries, and misrepresentations by Debtor ECI and it's sole Director are not dischargeable in bankruptcy.

C5-7 Further, since ECI has been administratively dissolved by it's sole Director Dello Russo since late September of 2008, and there are no assets, then there is **no other possible reason to enter into bankruptcy** other than the desire to once again further stall the inevitable in the lower state case in which Debtor ECI and it's Alter Ego and sole Director Dello Russo are Defendants.

C5-8 The mere fact that ECI **HAS NEVER ONCE** informed it's shareholders Hastings, Koepke, and Knott of **ANY** of it's barrage of wrongful, costly, and illegal actions since it's inception is further compounding proof that ECI, has always been, and still is today the ***alter ego & co conspirator of it's sole Director Dello Russo*** who while using Debtor ECI for it's own, and his own personal advantage, simultaneously **plundered and betrayed** the corporation.

C5-7 Even now, ECI is only being used as a stooge obviously as a stall tactic In the lower case by way of the Automatic Stay imposed by the Bankruptcy court rules, which in no way benefits ECI because ECI has no assets, and has been declared dead since 2008. Even a lay person with limited knowledge would realize, and understand that this bankruptcy was **absolutely filed in bad faith.**

C5-8 Instead of being allowed to proceed, ECI should be locked into place where it CANNOT be released from any liability **BECAUSE** of it's frauds, forgeries, and conspiracy in cahoots with it's sole Director Dello Russo, and as such both ECI and Dello Russo and ECI's corporate counsel Kevin Ross should be held in Federal Contempt, and sanctioned both judicially, and monetarily to the fullest extent allowed by law as well as possible incarceration for their pre conspired sham upon the bankruptcy court as well as the innocent victims and shareholders.

C5-9 These atrocious assaults on the victim shareholders and the once flourishing Amazon Village Mini Mall enterprise have been going on since May of 2004, and all throughout these ten years of litigation, ECI, it's sole Director, and it's corporate counsel Kevin Ross have laughed in the face of Justice, the courts, both state level, and federal level, and scoffed repeatedly at the victim shareholders that they never had any rights, and were never going

to get an F-ING dime from ECI nor the real estate and millions of dollars in income and profits that Debtor ECI, and it's alter ego sole Director and corporate counsel stole from them.

C5-10        The ECI bankruptcy filing is a complete sham upon the court, and as such should cost ECI and it's cohorts Dello Russo / Chad Barton and corporate counsel Kevin Ross the maximum penalties that the U.S. Federal Bankruptcy court can issue against them. **IF EVER** there was a necessity for maximum penalties to be issued by the court upon the perpetrators of such underhanded, fraudulent, forged, and misrepresentative statements, pleadings, and actions, as well as gross abuse of the court, and theft by deception as well as fraud upon the elderly, thus forcing that elderly person into Chapter 7 Bankruptcy,

**THIS, is the landmark case.**

**WHEREFORE:**

Plaintiffs reaver and reallege each allegation in the preceding counts, and pleads with the U.S. Bankruptcy Court to find that the ECI Chapter 7 petition **6: 14-BK-09589- KSJ** is unwarranted with no substance or foundation. That it's fraudulent, and filed in bad faith. Further that the court find that the allegations

made by Plaintiff do indeed have merit, and those actions alleged by Plaintiff are **NOT** dischargeable in the U.S. Bankruptcy Court because of their fraudulent, misrepresentative, conspired, malicious and callus nature. That the Court strike and dismiss the bogus and fraudulent ECI Chapter 7 Petition, and institute sanctions against ECI, it's sole Director, and it's corporate counsel for their combined conspired orchestration of this sham Chapter 7 Petition, and their abuse of the laws of, and protections offered by the U.S. Bankruptcy Court.

**Further**, that if the U.S. Bankruptcy Court is within it's jurisdiction, then to **strike** from the Federal level, the **MSA** as a **sham and mandate said decision upon the lower state court** for conspired actions and shams between ECI, it's sole Director Dello Russo, Dello Russo personally, and ECI's corporate counsels Kevin Ross and Terry Young against shareholders Hastings, Koepke, and Knott, that each of those parties be sanctioned not only judicially, but monetarily by the court and that the court impose what other just relief it deems appropriate.

## **COUNT 6**

### **MISAPPROPRIATION OF ASSETS**

C6-1 Corporate stock is an asset. In many corporations, stock is borrowed against, and used as not just collateral, but as a tool to **bolster** the financial

image of either an entity, an individual or group of individuals.

C6-2 Debtor ECI violated it's own bylaws, and common laws of ethics by participating in the divestiture of one of it's shareholder's corporate stock. This was done in secret and conspiracy between Debtor ECI, and it's sole Director Dello Russo, who illegally transferred 25.5% of gross company stock to his friend, and partner in other ventures, Howard C Barton.

C6-3 This was misappropriation of a corporate asset, as the corporate Shareholders' agreement AND the corporate bylaws **that Dello Russo and his then counsel Keidaish drafted**, clearly state that ***no shareholder may transfer, lien, sell, or encumber in any way*** without first having express written authorization of **all other shareholders regardless of their amount of stock held by each. And no transfer or sale of said stock can take place with an outside party without first offering those same shares to any of the original existing shareholders.**

C6-4 First of all, this is common sense anyway, but second of all, it's the law of the corporation drafted and set in place by the very person that violated It through his conspiracy with Debtor ECI under his control, and his crony

Chad Barton.

C6-5 ECI / Amazon Village Mini Mall was a free and clear business which owned the real property of 11100 East Colonial Drive Orlando, Florida 32833.

One of the most important factors here is that ECI **was not allowed** to mortgage itself, nor indebt itself and **THAT IS EMPHASIZED** by the fact that Dello Russo offered to capitalize the enterprise in exchange for 51% of it's stock and real estate only in the essence of it's value, income, and profit, **but not in any way of it's control, concept, design, or operation.**

C6-6 Debtor ECI misappropriated **illegally** it's single largest asset by indebting itself to Dello Russo, and then Wachovia Bank by using it's real estate asset as collateral thus drastically devaluing the stock shares owned by Hastings, Koepke, and Knott by over \$7,000,000.00.

C6-7 Debtor ECI eventually and illegally disposed of it's largest asset by secretly selling it at an intentionally ( low ball ) price of \$8.2 million dollars.

Although opposing counsel has been attempting to portray that illegal sale as legitimate, and properly valued based upon the fraudulently induced MSA, **nothing could be further from the truth**, as is substantiated by numerous



documents which have been distributed among both the state court and the Bankruptcy Court, and are also used as exhibits in the instant case.

C6-8 Even though the sale was illegal, and far below the fair market and legitimate value of **\$20,000,000.00** substantiated by numerous mortgage commitments and former purchase offers, that below market sale of ECI's real estate **STILL** yielded a **PROFIT** of approximately **\$1,600,000.00** , and in reality, **the entire ( \$8.2 million dollars ) was profit, as let's not forget that it was THE CAPITAL CONTRIBUTION OF DELLO RUSSO FOR HIS 51% STOCK.....**

C6-9 Debtor ECI and it's Director illegally and secretly misappropriated that \$1,600,000.00 through a Bank Wire Transfer of Wachovia Bank **out** of Debtor ECI's corporate bank account and **into** the private and out of state trust account of **Dello Russo's wife Diane Dello Russo** who had no affiliation with Debtor ECI whatsoever. This misappropriated profit of \$1.6 million dollars was the money belonging to Hastings, Koepke, and Knott **which although far below** what they should have received, and were entitled to, **was still theirs. Diane Dello Russo was not a partner, and never loaned E.C.I. a dime. She should be brought in as a co defendant.**

C6-10 Debtor ECI in conspiracy with it's sole Director and it's corporate Counsel Kevin Ross intentionally withheld pertinent information about an eminent domain issue regarding Orange County Florida paying them upwards of a quarter of a million dollars for part of Debtor ECI's property, and that the money derived from that sale was put in the pockets of ECI's sole Director and Corporate Counsel Kevin Ross without any of the other shareholders even being made aware that this transaction was already in negotiations during the mediation, and subsequent resulting MSA of April 10, 2006.

C6-11 These and other misappropriations of assets, income, profits, rights, and chattels are confirmed repeatedly by Hastings, Koepke, and Knott in both the lower state case as well as Knott's own former Chapter 7 case, and this instant case.

**WHEREFORE:**

Plaintiffs reaver and reallege each allegation in the preceding counts, and pleads with the U.S. Bankruptcy Court to find that the ECI Chapter 7 petition **6: 14-BK-09589- KSJ** is unwarranted with no substance or foundation. That it's fraudulent, and filed in bad faith. Further that the court find that the allegations

made by Plaintiffs do indeed have merit, and those actions alleged by Plaintiff are **NOT** dischargeable in the U.S. Bankruptcy Court because of their fraudulent, misrepresentative, conspired, malicious and callus nature. That the Court strike and dismiss the bogus and fraudulent ECI Chapter 7 Petition, and institute sanctions against ECI, it's sole Director, and it's corporate counsel for their combined conspired orchestration of this sham Chapter 7 Petition, and their abuse of the laws of, and protections offered by the U.S. Bankruptcy Court.

**Further**, that if the U.S. Bankruptcy Court is within it's jurisdiction, then to **strike** from the Federal level, the **MSA** as a **sham and mandate said decision upon the lower state court** for conspired actions and shams between ECI, it's sole Director Dello Russo, Dello Russo personally, and ECI's corporate counsels Kevin Ross and Terry Young against shareholders Hastings, Koepke, and Knott, that each of those parties be sanctioned not only judicially, but monetarily by the court and that the court impose what other just relief it deems appropriate.

## **COUNT 7**

### **FAILURE TO DISCLOSE**

C7-1 Debtor ECI before, during, and after the mediation of April 10, 2006 in which opposing counsel redundantly keeps claiming that all issues have been resolved per the worthless and bogus fraudulently induced MSA is guilty of

**failure to disclose** on multiple issues, and levels, several of which should flat out **CANCEL & STRIKE** that MSA.

C7-2 ECI never disclosed to Hastings, Koepke, and Knott that it had illegally mortgaged the property of 11100 East Colonial Drive Orlando FL 32817 in favor of ECI Sole Director Dello Russo in secret.

C7-3 ECI never disclosed to Hastings, Koepke, and Knott that it had taken that Illegal mortgage with Dello Russo and secretly converted it to yet another mortgage to Wachovia Bank in order to WASH the first forged mortgage.

C7-4 ECI never disclosed to Hastings, Koepke, and Knott that the money equating to approximately \$4,250,000.00 illegally derived through ECI's first illegal mortgage with Dello Russo, and subsequently passed on through the illegal mortgage with Wachovia **went right into Dello Russo's pocket** completely unannounced to Shareholders Hastings, Koepke, and Knott thus placing them in multi million dollar debt.

C7-5 ECI did not disclose during the court ordered mediation of April 10, 2006 that although Hastings & Koepke were being sold ECI's alleged 51% stock which

allegedly belonged to Dello Russo that in reality, that stock had been secretly divested, half of which was given to Dello Russo's crony Howard C Barton.

As such, the MSA which clearly states that ECI shall provide said stock was a pre conspired sham, and a fraudulent inducement **because that stock which ECI / Dello Russo and corporate counsel Kevin Ross stated was owned by Dello Russo DID NOT belong to Dello Russo because half of it was already given away.**

C7-6 ECI did not disclose at that same mediation that it had already been secretly negotiating with Orange County Florida in the eminent domain transaction that eventually closed only 6 months after the MSA was executed meaning TWO things. #1 Hastings, Koepke and Knott were **not getting** the same property as was purchased by ECI in May of 2004 because the property was now reduced in size due to the eminent domain taking. #2 That ECI, it's sole Director, and ECI corporate counsel Kevin Ross were taking the roughly quarter of a million dollars from that transaction, and keeping it for themselves, and that Shareholders Hastings, Koepke and Knott would get nothing.

C7-7 **ECI lied, misrepresented, and fraudulently induced** Hastings and Koepke and eventually Knott to sign the MSA when ECI, it's Director, and corporate counsel Kevin Ross failed to disclose that the C/O which was one of the four documents mandated by the MSA which ECI / Dello Russo / Ross stated that they had that all important document as well as the others in their possession, and control, which was an intentional lie in order to secure the signatures of Hastings, Koepke and Knott on the void ab initio MSA.

C7-8 ECI did not disclose at any time ever, that it harbored ill feelings, had any conflict with, or had a foundation on which to base false allegations and legal basis or intention to file suit against innocent shareholder James Koepke which initial suit was dismissed by Honorable Renee Roche as " BASELESS "

C7-9 ECI did not disclose that four years later after having violated every single phase of the MSA that it would **sue Koepke once again** for baseless and completely unsubstantiated allegations while he tried to enforce his rights to the very MSA that ECI, it's sole Director, and it's corporate counsel Kevin Ross all violated. THEN after Koepke was forced to spend once again **more time, money, and effort to defend himself**, ECI voluntarily withdrew the bogus 2<sup>nd</sup>. Baseless lawsuit which for the most

part mirror imaged it's former baseless lawsuit of 2005 also authored by corporate counsel Kevin Ross. E.C.I.'s corporate counsel SUING TWICE the nicest, and easiest going partner of the company. James Koepke.

C7-10 ECI did not disclose that it did not intend to honor it's obligations which were set in concrete pursuant to the MSA.

C7-11 ECI did not disclose that KNOTT was never given his 19% shares in stock certificates meaning that those stock certificates were in the control of ECI, and yet ECI / Dello Russo and corporate counsel Kevin Ross agreed in writing to it's obligations to return back to Koepke and Hastings each 5% gross corporate stock out of the 19% stock that Knott allegedly owned. Even to this day of February 04, 2015, those stocks were never produced by ECI nor it's sole Director, nor it's corporate counsel Kevin Ross who told Hastings and Koepke that it was TOUGH LUCK FOR THEM, and they'd have to go chase Knott for their corporate E.C.I. shares, THE SHARES THAT KNOTT NEVER RECEIVED.

C7-12 ECI, it's sole Director, or Kevin Ross did not disclose to Hastings or Koepke that it had indeed received the \$75,000.00 insurance check that Hastings sued for and was issued by Keidaish's malpractice carrier. That check was illegally

intercepted, forged, and stolen, and STILL that deposit was not returned after E.C.I. , Dello Russo, and Ross refused to sell the alleged 51% shares back to Hastings and Koepke.

C7-13 ECI did not disclose that ECI, it's sole Director, and it's corporate counsel Kevin Ross **signed Hastings name on the insurance company's proof of loss, and the insurance check for \$75,000.00 that should have been made out to Hastings.** ECI has ( continually, and still today ) refuses to disclose **any and all related communications, and documentation regarding Keidaish's insurance company and it's payout to Hastings. However,** ECI did indeed receive that check, and since ECI is an inanimate entity, the check and the proof of loss needing Hastings' signatures **could only have been ( forged ) by ECI sole Director Dello Russo or ECI corporate counsel Kevin Ross.** Either way, somebody signed that proof of loss, and signed that check, and either one or both of them need to go to jail for **check forgery for \$75,000.00.** ECI has never disclosed any of those intentions, nor actions.

C7-14 ECI did not disclose that it had sold the property of 11100 East Colonial Drive Orlando, Florida 32817 **AND PROFITTED** approximately **\$1,600,000.00 which it secretly wired immediately OUT OF STATE to the private**



**trust account of ECI's Director Dello Russo's WIFE Diane Dello Russo to New York City.** Diane Dello Russo should now be commanded to appear before this court and produce all of her own tax returns going back to when ECI sole Director Robert G Dello Russo illegally backdated his bogus and forged mortgage to the date of May 07, ( **2003** ) which was an entire year before ECI was even formed, and **NEITHER** Hastings nor Koepke **had any idea who Dello Russo was.** They also didn't know Wilson Knott in 2003. Ironically, which Mr. corporate counsel Kevin Ross never knew, was that **HASTINGS HELD A FORMER CONTRACT FOR THAT SAME PROPERTY IN YEAR 2003.** So It's 100% impossible for those forged and backdated mortgages, and notes to be legitimate because **ONLY HASTINGS and DEUTSHCE BANK along with WELLS FARGO BANK had any rights whatsoever to the subject property.** Dello Russo was a nothing back then relating to this property. He had **NO IDEA** as he's admitted numerous times, that the property was even in foreclosure.

C7-15        It's clear and evident that ECI in conspiracy and cooperation with it's sole Director Dello Russo and it's corporate counsel Kevin Ross has **stonewalled** Hastings, Koepke, and Knott for what is now over ten years. Non stop deceit, misrepresentation, fraud, and **REFUSAL TO DISCLOSE**

information on every level that Shareholders Hastings, Koepke, and Knott were at all times 100% entitled to.

**WHEREAS:**

Plaintiffs reaver and reallege each allegation in the preceding counts, and pleads with the U.S. Bankruptcy Court to find that the ECI Chapter 7 petition **6: 14-BK-09589- KSJ** is unwarranted with no substance or foundation. That it's fraudulent, and filed in bad faith. Further that the court find that the allegations made by Plaintiffs do indeed have merit, and those actions alleged by Plaintiff are **NOT** dischargeable in the U.S. Bankruptcy Court because of their fraudulent, misrepresentative, conspired, malicious and callus nature. That the Court strike and dismiss the bogus and fraudulent ECI Chapter 7 Petition, and institute sanctions against ECI, it's sole Director, and it's corporate counsel for their combined conspired orchestration of this sham Chapter 7 Petition, and their abuse of the laws of, and protections offered by the U.S. Bankruptcy Court. **Further,** that if the U.S. Bankruptcy Court is within it's jurisdiction, then to **strike** from the Federal level, the **MSA** as a **sham and mandate said decision upon the lower state court** for conspired actions and shams between ECI, it's sole Director Dello Russo, Dello Russo personally, and ECI's corporate counsels Kevin Ross and Terry Young against shareholders Hastings, Koepke, and Knott, that each of those parties be sanctioned not only judicially, but monetarily by the court and that the

court impose what other just relief it deems appropriate.

## COUNT 8

### INTENTIONAL CAUSATION OF DELAY IN STATE CASE BY FILING AN UNFOUNDED & UNSUBSTANTIATED BANKRUPTCY PETITION ON A CORPORATION THAT WAS DISSOLVED IN 2008

C8-1 This count specifically address two different instances of ECI, it's sole Director Dello Russo, and ECI corporate counsel Kevin Ross in their now twice Intentional abuses of the U.S. BANKTUPCTY COURT.

C8-2 **The first** involves ECI shareholder Wilson A Knott who mostly due to ECI and it's sole Director's, and corporate counsel's outright frauds, forgery, and thefts by deception was forced to file Chapter 7 in June of 2012 which originated before Judge Arthur Briskman, but was later transferred to Honorable Judge Jennemann. Case No. **6: 12 BK – 07764 – ABB / KSJ**

C8-3 Without any authorization, discussion, notification, consultation, retainer, or engagement letter with former Debtor Wilson A Knott, ECI corporate counsel

also simultaneously Dello Russo's personal counsel Kevin Ross representing the firm Foley Lardner LLP along with his two co counsels Alan Poppe and Christina Kennedy of the firm, all threw their hats in the ring of Knott's Adversary Proceeding without Knott even knowing it. And having the audacity to misrepresent to the Bankruptcy Court that they were authorized to represent Knott in his Adversary Proceeding when it was clear and evident that they were lying to the court.

C8-4 This was orchestrated by ECI Director Dello Russo and Kevin Ross in their attempt to turn Knott's Chapter 7 Bankruptcy into a complete mess, and thus stall the lower state case that was set for jury trial in April of 2014, and was thus eventually cancelled by the state court, and is now STILL in Limbo because of the new ECI bankruptcy.

C8-5 Because ECI is a defendant and indispensable party in the lower state case, stalling the processes in the lower state case had to be done at any and all costs which could only be done by keeping Knott's bankruptcy case alive and tangled up as long as possible.

**How exactly does this legally take place ?**

C8-6 If your Honor might remember, the very first time Mr. Knott appeared before Your Honor at the initial phase of his Adversary Proceeding, he had with him, a black folder / book which had all his points which he wanted to address **PRO SE** as his answer to Hastings and Koepke's Adversary Proceeding.

C8-7 When Mr. Knott began to explain himself before Your Honor, he was told that the court was not going to entertain his statements, nor his pleadings that he might have had, because he was represented by counsel. At that point Mr. Knott became confused because although he did have his bankruptcy attorney Rob Pflueger representing him in the actual bankruptcy filing, Mr. Pflueger informed Mr. Knott that his representation of Mr. Knott was only for the bankruptcy filing, and follow through for discharge, and did not include his legal representation in the new Adversary Proceeding, so Knott decided to file his response pro se, but was thwarted from doing so by Foley Lardner LLP's, Kevin Ross's, Alan Poppe's and Christina Kennedy's, unauthorized, and scathing pleadings against Hastings and Koepke.

C8-8 What ECI and Dello Russo, and ECI counsel Kevin Ross all achieved by this illegal charade was what they intended from the beginning, **that being to do what ever was necessary to stall the inevitable upcoming jury trial, and**

It worked.

**AS A SIDE NOTE,**

Mr. Knott never saw, never discussed, and never signed any pleadings submitted to the bankruptcy court and further, Mr. Knott was willing to be deposed, and answer interrogatory questions but was never informed of any of them. Instead, Foley Lardner LLP, Kevin Ross, Alan Poppe, and Chrstina Kennedy repeatedly refused any and all discovery stating that **THEIR CLIENT WILSON KNOTT**

**OBJECTS, AND REFUSES to be deposed, or answer  
the questions of Hastings & Koepke.**

**ABSOLUTE AND COMPLETE ILLEGAL LIES.**

**ILLEGAL BECAUSE THEY WERE NOT HIS COUNSEL**

C8-9 So in an effort to stall and protect itself, and it's sole Director from the

inevitable jury trial, Debtor ECI, it's sole Director Dello Russo, Kevin Ross,

Alan Poppe, the firm of Foley Lardner LLP, and attorney Christina Kennedy

**INTENTIONALLY AND ILLEGALLY CAUSED AN APPROXIMATELY 18 MONTH**

**STALL OF THE LOWER STATE KOEPKE CASE # 2010-CA-004751-O** costing Hastings

Koepke and Knott immeasurable losses while ECI and it's associates obstructed

Justice by pretending to be representative counsel to a non existent client at

not only the expense of Hastings and Koepke but also of the very person that

they misrepresented to the bankruptcy court was their client when they knew

he was not.

C8-10        **The second** is the instant case of ECI now filing Chapter 7 which is such an obvious sham upon the court that these jokers need to spend some time behind bars AND be monetarily sanctioned for a sham filing.

C8-11        ECI has no reason and no basis to file Chapter 7 other than to once again further delay the lower state Koepke case which benefits ECI AND it's sole Director Dello Russo, as usual at the expense of Shareholders Hastings, Koepke, and Knott. Killing E.C.I. in Chapter 7 only benefits Dello Russo and in some ways lessens his liability in the state case, which is an OUTRAGE that should not be allowed by this Federal Court to take place.

C8-12        Again Hastings states that ECI was administratively dissolved in late September of 2008, **and Hastings, Koepke, and Knott** were never informed and not aware of this. AND IT WAS DONE DURING STATE CASE PROCEEDINGS.

C8-13        ECI is not a huge or publically traded corporation. It's a small closely held private corporation with full and total disclosure at all times. Once Hastings, Koepke, and Knott signed the extremely valuable purchase contract held by them over to the newly formed ECI, the Honeymoon was over, and it's been fraud, and theft, and misrepresentation continually for

what is now over ten years.

C8-14 To grant Debtor ECI a discharge after all that it's done **with and for** it's sole Director **against** it's very own original founders and broker Wilson Knott would be to **punish the victims for the crimes, frauds, and misdeeds enacted upon those very victims all over again.**

C8-15 The ECI Chapter 7 bankruptcy **should be dismissed as a sham,** and the most severe of penalties available to the court should be instituted against ECI, it's sole Director Dello Russo, it's corporate counsel Kevin Ross, and it's noticeably silent illegal partner Howard C Barton aka Chad Barton.

**WHEREFORE:**

Plaintiffs reaver and reallege each allegation in the preceding counts, and pleads with the U.S. Bankruptcy Court to find that the ECI Chapter 7 petition **6: 14-BK-09589- KSJ** is unwarranted with no substance or foundation. That it's fraudulent, and filed in bad faith. Further that the court find that the allegations made by Plaintiff do indeed have merit, and those actions alleged by Plaintiff are **NOT** dischargeable in the U.S. Bankruptcy Court because of their fraudulent, misrepresentative, conspired, malicious and callus nature. That the Court



strike and dismiss the bogus and fraudulent ECI Chapter 7 Petition, and institute sanctions against ECI, it's sole Director, and it's corporate counsel for their combined conspired orchestration of this sham Chapter 7 Petition, and their abuse of the laws of, and protections offered by the U.S. Bankruptcy Court.

**Further**, that if the U.S. Bankruptcy Court is within it's jurisdiction, then to **strike** from the Federal level, the **MSA** as a **sham and mandate said decision upon the lower state court** for conspired actions and shams between ECI, it's sole Director Dello Russo, Dello Russo personally, and ECI's corporate counsels Kevin Ross and Terry Young against shareholders Hastings, Koepke, and Knott, that each of those parties be sanctioned not only judicially, but monetarily by the court and that the court impose what other just relief it deems appropriate.

## **COUNT 9**

### **LACK OF JURISDICTION TO INITIATE BANKRUPTCY** **UNAUTHORIZED DISSOLUTION & UNAUTHORIZED BANKRUPTCY OF COMPANY**

C9-1 ECI failed to remove it's sole Director after his term ended which would have been **May 06, 2005**

C9-2 Despite the objections, and demands of the remaining original

Shareholders, and demands in a then recently filed civil action filed against ECI, Dello Russo, Del Air Heating, Air Conditioning and Refrigeration inc., Attorney Philip F Keidaish Jr. PA, and Philip F Keidaish jr personally, ECI refused repeatedly to remove it's sole Director.

C9-3 As such, ECI sole Director Dello Russo **according to the very bylaws he helped draft**, Dello Russo **WAS NOT LEGALLY** the sole Director of ECI, but only held that position by force with money, and our own corporate counsel Kevin Ross totally against the desires, demands, and interests of the original Shareholders, and at their expense.

C9-4 As the foregoing counts, and details prove, Dello Russo **HAD** to be removed as sole Director of ECI, and numerous attempts were made to the courts by Hastings and former counsels for Plaintiff, but ECI and Dello Russo hired an army of attorneys to combat truth and justice, and he continually prevailed time after time until there was nothing left of ECI for him to plunder and abuse for his own self serving interest.

C9-5 There are pleadings on record whereby Hastings made **enormous efforts** both with counsel and in pro se status over the years whereby he **BEGS** the court

to please remove Dello Russo as the bylaws clearly stated, and replace him with either Hastings or even a neutral Trustee which ECI would have paid for, and the court repeatedly denied Hastings' pleas, THUS, the business was intentionally plundered and butchered to it's death while Hastings, Koepke, and Knott were forced to stand on the side lines, and could only watch in horror.

C9-6 There is clear and evident factual basis proving that the other Shareholders of ECI were entitled to their own terms at being Director, President, Vice President, Secretary, and Treasurer, but even though Dello Russo and ECI signed those documents, it was clear that they had ulterior motives which would be at the expense of ECI's own existence, and the interests of the other original shareholders, Hastings, Koepke, and Knott.

C9-7 Those bylaws and Shareholders' Agreement aka Buy & Sell Agreement both prove that Dello Russo was for the lack of a better word, **A PIRATE...** and as such, his actions against the other Shareholders' interests both with and without the Input or cooperation of ECI, depending on what situation it was, were **clearly not legal, and clearly AGAINST the very corporation and it's shareholders that he was a Fiduciary for.**

C9-8 Dello Russo and his first attorney Keidaish drafted the bylaws, and the Shareholders' Agreement. **NONE** of the other original Shareholders had ANY Input in those documents which were drawn up in advance, and presented for all of us to sign as a take it or leave it scenario.

C9-9 So, that being said, then how can **either ECI or DELLO RUSSO ( NOT )** be guilty of violating the very guidelines and legal obligations that they themselves created ? The answer is that **THEY ARE guilty.**

C9-10 The documents state very clearly that **NO PARTNER** shall be able to transfer, lien, indebt, sell, or trade his shares without FIRST getting the written and unanimous approval of **ALL** of the other shareholders, AND by the way, those shareholders get first right of refusal or right to purchase. As one reads the entire 20 + page document, it's clear and evident that even the Director or President of ECI **cannot** push E.C.I. in the toilet, or simply take it upon himself to put it into bankruptcy, let alone ROB the place blind, and borrow against it, and give half of his stock away to an unrelated outsider just because they're Goombahs.

C9-11 All of this equates to **ILLEGAL COMMANDEERING & PIRACY.**

ECI, and it's sole Director **were not authorized by ANYONE** to partake in the

Illicit, covert, and illegal actions which they did by misrepresenting themselves as being authorized.

**Just because they did it doesn't mean it was authorized.**

C9-12 I direct the court's attention to the former Chapter 7 bankruptcy of Wilson A Knott wherein the law firm of Foley Lardner LLP, attorneys Kevin Ross, Christina Kennedy, and Alan Poppe all **knowingly, and intentionally misrepresented to Judge Arthur Briskman, and Judge Karen S Jennemann that they were Debtor Wilson Knott's attorneys in his Bankruptcy Adversary Proceeding.**

**OF COURSE THEY WEREN'T AUTHORIZED  
That's not even a point of argument anymore**

**BUT THE FACT REMAINS, THEY DID IT ANYWAY.**

**AND SO GOES DELLO RUSSO  
And  
his Alter Ego E.C.I.**

C9-13 Dello Russo was not within his jurisdiction to dissolve ECI back in 2008, because there were 3 other shareholders, and this is a closely held private corporation. It's not FORD MOTOR COMPANY where we only have common stock. In a privately held close corporation, the stock is already termed as **PREFERRED STOCK** and there is no open public market with which

to purchase common stock which would only be available if the corporation was brought public and there was an IPO.

C9-14 Likewise, ECI, and it's sole Director Dello Russo were not within their jurisdiction to put the corporation into Chapter 7 Bankruptcy. Although a corporation can file bankruptcy, in this particular case whereby the corporation has instituted suit against two of it's own shareholders ( founding shareholders ) of the corporation itself, **EVEN IF** the corporation has since withdrawn that suit, damages have indeed been suffered by those shareholders the corporation sued.

C9-15 **BECAUSE** the corporation sued those shareholders by way of **even by it's own standards, and admission a BOGUS and BASELESS lawsuit**, and then subsequently **voluntarily withdrew it's own bogus suit against them**, those shareholders have suffered damages through a **fraudulent, and baseless action meant to hurt, belittle, smear, and financially FURTHER devastate the shareholders, and as such ONCE AGAIN makes them victims of fraud through the creation, and filing of a knowingly fraudulent lawsuit.**

C9-16 Such disingenuous, and egregious actions are clear and evident fraud perpetrated by Debtor ECI, it's sole Director Dello Russo and it's and our

corporate counsel in total conflict on all levels Kevin K Ross Andino.

C9-17 As such, there can be no misconstruing the fact that ECI, nor it's sole Director whether on a personal level as a shareholder IN ANY AMOUNT or as corporate Director, ECI, nor it's Director **were not, and still are not authorized to dissolve ECI nor put it into bankruptcy against the wishes, and demands of the other original shareholders. Further** that no authorization exists because of the format with which ECI, and it's sole Director effected their hierarchy by way of **PIRACY AND A COUP, and as such, and because the real estate asset was wrongfully and illegally sold, they are BOTH liable as is the corporate attorney for monumental damages THAT CANNOT BE DISCHARGED IN BANKRUPTCY** because of their conspired and fraudulent actions, and further **SHOULD NOT BE ALLOWED TO EVEN CONTINUE TO PLEAD BEFORE THE U.S. BANKRUPTCY COURT and the bankruptcy petition should be dismissed with prejudice based upon multiple counts of fraud.**

**WHEREFORE:**

Plaintiffs reaver and reallege each allegation in the preceding counts, and pleads with the U.S. Bankruptcy Court to find that the ECI Chapter 7 petition **6: 14-BK-09589- KSJ** is unwarranted with no substance or foundation. That it's

fraudulent, and filed in bad faith. Further that the court find that the allegations made by Plaintiff do indeed have merit, and those actions alleged by Plaintiff are **NOT** dischargeable in the U.S. Bankruptcy Court because of their fraudulent, misrepresentative, conspired, malicious and callus nature. That the Court strike and dismiss the bogus and fraudulent ECI Chapter 7 Petition, and institute sanctions against ECI, it's sole Director, and it's corporate counsel for their combined conspired orchestration of this sham Chapter 7 Petition, and their abuse of the laws of, and protections offered by the U.S. Bankruptcy Court. **Further**, that if the U.S. Bankruptcy Court is within it's jurisdiction, then to **strike** from the Federal level, the **MSA** as a **sham and mandate said decision upon the lower state court** for conspired actions and shams between ECI, it's sole Director Dello Russo, Dello Russo personally, and ECI's corporate counsels Kevin Ross and Terry Young against shareholders Hastings, Koepke, and Knott, that each of those parties be sanctioned not only judicially, but monetarily by the court and that the court impose what other just relief it deems appropriate.

#### **COUNT 10**

**COLLUSION WITH CORPORATE COUNSEL & THIRD PARTY**  
**TO STEAL BY DECEPTION & SECRET, THAT WHICH RIGHTFULLY**  
**BELONGED TO THE ORIGINAL SHAREHOLDERS WHILE**  
**SIMULTANEOUSLY COLLAPSING THE COMPANY**  
**AFTER IT'S COMPLETE PLUNDER**



C10-1 ECI, and it's sole Director Dello Russo conspired with Dello Russo's friend and partner in other businesses, Howard C Barton ( Barton ) to secretly divest half of Dello Russo's 51% stock ownership in ECI to Barton against all rules, of the ECI bylaws, and Shareholders' Agreement aka Buy / Sell Agreement.

C10-2 Plaintiffs allege that ECI allowed this illegal transaction to take place in order that Barton could then use the equity in ECI, and it's DBA Amazon Village Mini Mall and the real estate property that Amazon Village existed, and operated upon, owned by ECI. That is 11100 East Colonial Drive Orlando, Florida 32817.

C10-3 That equity was used to bolster Barton's own financial status on his assets and liabilities sheets on the loan application of the U.S. Government's ESOP loan program under the Department of Labor for his American Door & Millwork Company.

C10-4 ECI also allowed itself to be used as equity in Dello Russo's own other unrelated business namely Del Air Heating, Air Conditioning, and Refrigeration inc. for HIS own ESOP loan application.

C10-5 The corporate bylaws and Shareholders' Agreement clearly prohibited these actions, but regardless, they were done in secret, and

perpetrated through the conspiracy of ECI, it's sole Director Dello Russo and Chad Barton completely unbeknownst to the original shareholders Hastings, Koepke, and Knott.

C10-6 ECI, and it's sole Director Dello Russo conspired with ( our ) ECI corporate counsel Kevin Ross to **fraudulently induce** Hastings, and Koepke to sign a **knowingly ( void ab initio ) settlement agreement known as the MSA.**

C10-7 ECI, it's sole Director Dello Russo and corporate counsel Kevin Ross along with Ross' s co counsel Terry Young, both with Lowndes Drosdick at that time declared that they had certain specific documentation in their possession and control which Plaintiff counsels and the mediator Larry Watson of the firm Upchurch Watson in Maitland all stated to attorneys Ross and Young as well as ECI and Dello Russo that in order for Hastings, and Koepke to perform their buy out of Dello Russo's alleged 51% of ECI's corporate stock, that those specific documents were mandatory, and key components of the pending MSA which had not yet been signed.

C10-8 ECI, it's sole Director, Kevin Ross and Terry Young all stated, and agreed in writing on the MSA that they did have in their possession, and

would provide said documents no later than 96 hours from the execution of the MSA and would deliver same directly to attorney Gary Siegel who represented innocent 3<sup>rd</sup> party defendant James Koepke who's bogus case against him by ECI, and it's sole Director Dello Russo was ironically dismissed by Judge Renee Roche as "BASELESS" at least 3 hours prior to the signing of the MSA. **ECI, it's sole Director it's and OUR corporate counsel Kevin Ross and Terry Young refused, and failed to deliver said documents pursuant to the exacting specifications of the MSA, then told Hastings and Koepke "TOUGH LUCK"**

C10-9        What Hastings learned after the immediate violation of the MSA by ECI, it's sole Director Dello Russo and corporate counsel Kevin Ross and attorney Terry Young is that **they intentionally lied during the mediation, and collectively misrepresented their possession of said documents, and their intentions to follow through with what they obligated to do under the MSA to allow them to escape the inevitable and forthcoming jury trial.**

C10-10        ECI, it's sole Director and corporate counsel Kevin Ross **intentionally kept secret during and after the mediation the fact that Dello Russo DID NOT own the 51% ECI stock shares that all of them claimed that he did, and would**

**sell to Hastings & Koepke pursuant to the terms of the MSA.** ECI was obligated to provide the aforementioned pertinent documentation, and 51% of it's gross corporate stock shares of ECI allegedly owned by it's Director Dello Russo, but that could not have possibly been finalized since Dello Russo had already illegally disposed of half of this original stock in ECI by divesting half of what he owned to his partner in other unrelated businesses namely Howard C Barton. **Which transaction ECI, it's sole Director Dello Russo, and Chad Barton have all denied ever took place, and further in deposition Chad Barton swore he had no knowledge whatsoever of any type of ECI stock transfer to him. Barton also denied ever having anything to do with ECI's banking, or the signing of any ECI or Amazon Village checks whatsoever.**

C10-11      After Barton's denials were made and insisted upon to be true by him under oath at his deposition, attorneys for Hastings and Koepke produced several ECI / Amazon Village checks as well as numerous ECI stock certificates and minutes of a private meeting which took place in February of 2005 notating the specific, and illegal transfer of that DENIED stock transfer showing that in fact 25.5% of ECI gross corporate stock was transferred from Dello Russo to ECI and then to Chad Barton. Barton denied knowing anything about anything from the

checks that he finally admitted he did sign, and his illegal stock which he claimed he knew nothing about. **Perhaps a U.S. Bankruptcy Federal Court Order commanding the production of ANY AND ALL ESOP related applications specifically those personal and corporate assets and liabilities sheets of BOTH Dello Russo and Barton might yield the REAL truth, which Hastings already knows, but wants the court to see for itself.**

C10-12      ECI participated in all of these frauds, and charades, and allowed itself to be used as equity and possibly collateral and was complicit in the misrepresentation on Federal Loan ESOP documents tendered by Dello Russo and Barton and their respective and co owned corporations. Corporate counsel Kevin Ross was right in the middle of all of this, and as corporate counsel with full knowledge that these were illegal transactions and against the bylaws of the corporation **intentionally failed, and refused** to notify the original shareholders namely Hastings, Koepke, and Knott, further, and illegally devaluing their stocks

C10-13      Attorney Kevin Ross made exhausting efforts to prevent Hastings, Koepke and Wilson Knott from gaining ANY access to information regarding these actions, and was instrumental in perpetrating, and continuing the conspiracies and frauds upon Hastings, Koepke, and Knott all in his efforts to work

**solely on behalf of Dello Russo and his alter ego ECI AGAINST** the other original shareholders.

C10-14 ECI, it's sole Director Dello Russo and corporate counsel Kevin Ross conspired to steal the money that would be derived from the eminent domain transaction with Orange County Florida, and even during the court ordered mediation of April 10, 2006, this all important information was **intentionally left out** of the negotiations because ECI, Dello Russo and Kevin Ross conspired and knew that they were not going to follow through with the MSA if they could only get Hastings and Koepke to sign it, and that divulging the pending ¼ million dollars coming in from the eminent domain would thus **HAVE** to be applied to the balance reduction in the shares that Hastings and Koepke were going to purchase from Dello Russo. So ECI, it's sole Director, and corporate counsel Kevin Ross **intentionally withheld critical financial and legal information during the mediation of April 10, 2006 which was immediately detrimental to Hastings, Koepke, and Knott, and as such has severely damaged them. The MSA was INTENTNIONALLY void ab initio. If the Bankruptcy Court is within it's jurisdiction to do so, Plaintiffs would ask that because of the gross frauds, and malicious intent that the MSA be stricken and that order be placed**

**upon the lower state court as a mandate.**

**WHEREAS:**

Plaintiffs reaver and reallege each allegation in the preceding counts, and pleads with the U.S. Bankruptcy Court to find that the ECI Chapter 7 petition **6: 14-BK-09589- KSJ** is unwarranted with no substance or foundation. That it's fraudulent, and filed in bad faith. Further that the court find that the allegations made by Plaintiffs do indeed have merit, and those actions alleged by Plaintiff are **NOT** dischargeable in the U.S. Bankruptcy Court because of their fraudulent, misrepresentative, conspired, malicious and callus nature. That the Court strike and dismiss the bogus and fraudulent ECI Chapter 7 Petition, and institute sanctions against ECI, it's sole Director, and it's corporate counsel for their combined conspired orchestration of this sham Chapter 7 Petition, and their abuse of the laws of, and protections offered by the U.S. Bankruptcy Court. **Further,** that if the U.S. Bankruptcy Court is within it's jurisdiction, then to **strike** from the Federal level, the **MSA** as a **sham and mandate said decision upon the lower state court** for conspired actions and shams between ECI, it's sole Director Dello Russo, Dello Russo personally, and ECI's corporate counsels Kevin Ross and Terry Young against shareholders Hastings, Koepke, and Knott, that each of those parties be sanctioned not only judicially, but monetarily by the court and that the court impose what other just relief it deems appropriate.

DEBTOR E.C.I. AND DELLO RUSSO NEED TO EXPLAIN  
TO THE BANKRUPTCY COURT  
AND TO HASTINGS, KOEPKE, AND KNOTT  
HOW AND WHY ALL OF A SUDDEN  
E.C.I. ( NOW ) ADMITS THAT IT OWES  
HASTINGS, KOEPKE, AND KNOTT EACH \$1.5 MILLION DOLLARS

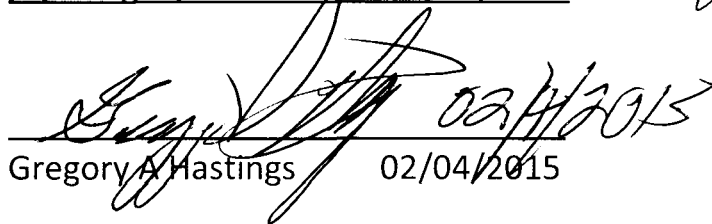
*FAR LESS than what it truly does*

AND THEN OWES HIMSELF \$1,000,000.00 AFTER  
HE ALREADY SOLD THE ECI PROPERTY AT A PROFIT  
AND  
WHEN HE ALREADY SIGNED A LETTER TO THIS COURT  
THAT WILSON KNOTT NEVER GOT ANY MONEY  
AND HAS ALWAYS PROCLAIMED THAT  
HASTINGS, KOEPKE AND KNOTT  
WERE NEVER DUE ANY MONEY

SINCE DELLO RUSSO ( ADMITS )  
THAT E.C.I. OWES THE PLAINTIFFS ALL THIS MONEY  
AND SINCE DELLO RUSSO AND E.C.I. ARE ALTER EGOS OF EACH OTHER  
THEN IT'S COMMON SENSE THAT DELLO RUSSO  
SHOULD BE FORCED TO PAY ALL WILSON KNOTT'S CREDITORS IN FULL.  
AND THE STATE CASE SHOULD ALSO CONTINUE TO MOVE FORWARD

Respectfully submitted,

/S/ Gregory A Hastings 02/04/2015

  
Gregory A Hastings 02/04/2015

  
2/4/15

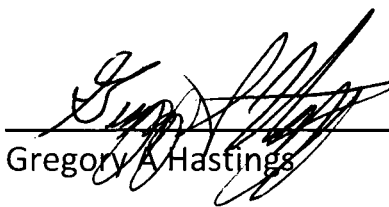


CERTIFICATION

I hereby certify that the foregoing is true and correct to the best of my knowledge and ability to secure documentation.

I further certify that I have provided a copy of same to opposing counsel named below

/S/ Gregory A Hastings 11/02/2014

 02/04/2015  
Gregory A Hastings ~~11/02/2014~~

*Samuel R. Kersh 2/4/15*

*Wesley A. Knott 2/4/15*

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